



GENERAL SALES CONDITIONS

regulating contracts concluded with buyers who are not Italian nationals

1. **CONTENT AND SCOPE OF APPLICATION.**

The General Sales Conditions contained herein (hereinafter referred to as “General Conditions”) regulate all sales contracts – current and future, continuous or one-off – stipulated between Ire-Omba S.p.A. (hereinafter referred to as “Ire-Omba”), as seller, and the acquiring party (hereinafter referred to as “Buyer”).

Any exemption from the General Conditions shall be explicitly agreed in writing; in such case, for all matters not explicitly excluded or in contrast with any particular conditions agreed upon in writing, no changes shall occur to the clauses provided for in these General Conditions.

2. **CONCLUSION OF THE CONTRACT.**

The sales contract shall be considered concluded when Ire-Omba shall send the Buyer written confirmation (hereinafter referred to as “Order Confirmation”) of the order formulated by the latter.

Once the contract has been concluded, it may not be terminated or altered without the mutual consent of the parties, to be made known in writing.

3. **DELIVERY TERMS.**

The delivery terms agreed upon, as from the date of the Order Confirmation, are purely indicative, time not being of the essence in any case.

Should the supply be required to satisfy particular drawings, technical specifications or any other indications from the Buyer, the delivery term shall begin from when these have been fully disclosed.

Moreover, Ire-Omba shall not be held liable in the event of delays deriving from causes beyond his control, such as – including but not limited to – strikes, natural disasters, fires, production system malfunctions, courier delays, failure to supply raw materials or any difficulty in the procurement of the same, as well as, in general, any circumstances making the delivery temporarily impossible or excessively onerous. In the event of any of the above hypotheses occurring, Ire-Omba shall inform the Buyer without delay, indicating the new expected delivery term.

4. **PLACE OF DELIVERY AND TRANSFER OF RISK.**

Unless otherwise specifically agreed in writing, the delivery shall take place at the office of Ire-Omba indicated in the Order Confirmation; the transport costs shall therefore be borne by the Buyer and Ire-Omba shall be released from the risk of deterioration of the goods delivering them to the carrier or shipper.

Should, however, a place of delivery other than the office of Ire-Omba be explicitly agreed upon, the transfer of risk shall take place upon delivery to the agreed destination; in this case were the Buyer to request that the place of delivery provided for in the Order Confirmation be changed, any increase in transport costs shall be borne by the same Buyer.



5. PART- AND ADVANCE DELIVERIES.

The Buyer may not refuse part-deliveries and/or deliveries earlier than the agreed delivery date.

6. PRICE AND PAYMENT TERMS.

Unless otherwise agreed in writing, the price indicated in the Order Confirmation must be understood as Ex-Works.

Payments must take place according to the methods and deadlines indicated in the Order Confirmation; should deferred payments be agreed, the transfer of ownership shall occur upon payment of the final instalment, whilst the risk shall be transferred upon delivery.

7. LATE PAYMENTS.

In case of late payments, Ire-Omba shall be owed, from the day subsequent to the agreed deadlines, the interest amounting to the official reference rate of the European Central Bank increased by 8 (eight) points; in that event, moreover, Ire-Omba may:

- suspend and/or refuse delivery of the goods, even if the late payments do not refer to supplies in progress;
- demand advance payment also of the instalments which have not yet expired.

Under no circumstances, however, may the Buyer refuse or delay the agreed payments, not even in case of delayed deliveries or claims regarding flaws, defects or lack of quality in the goods sold.

8. GUARANTEE.

Ire-Omba guarantees that the products sold are in compliance with the order and free from defects, with the exception of those resulting from designs, drawings, technical specifications and instructions supplied by the Buyer, not being liable for the suitability and correctness of such requirements.

9. LIABILITY LIMITATIONS.

Ire-Omba's liability related to its guarantee obligations, as with the general liability for breach, may not exceed the value of the goods sold to the Buyer to which this specific liability is connected; any indemnity obligations must therefore be limited to the sales price.

Moreover, the Buyer may not rely on the guarantee obligations until the agreed price has been paid in full.

10. EXPRESS TERMINATION CLAUSE.

Ire-Omba, without prejudice to any other rights and powers provided for in these General Conditions, may declare the sales contract to be terminated in case of a delay in payments exceeding thirty days.

11. PROPERTY RIGHTS AND CONFIDENTIALITY OBLIGATIONS.

The Buyer undertakes to indemnify and hold harmless Ire-Omba against any liability deriving from the infringement of privately owned rights of third parties arising out of the production and sale of goods produced according to designs, drawings, technical specifications or any instructions provided by the same Buyer.



Ire-Omba undertakes to keep confidential and treat as such the information, specifications, drawings, designs and instructions provided by the Buyer to process the orders, with the exception of those already in the public domain or whose disclosure is required by law.

Equally, the Buyer undertakes to keep confidential and treat as such the information learned from Ire-Omba, such as company and sales details, production processes and technical-industrial knowledge.

12. DATA PROTECTION LAW.

Ire-Omba undertakes to process the personal and commercial data learned in the stipulation and execution of the sales contracts in compliance with the provisions of Italian law regarding the processing of personal data (legislative decree 30 June 2003, n.196).

13. APPLICABLE LAW.

The sales contracts stipulated between Ire-Omba and the Buyer shall be regulated, for that which is not explicitly provided for in these General Conditions, by the Vienna Convention of 1980 related to Contracts for the International Sale of Goods.

14. JURISDICTION.

Any dispute arising between Ire-Omba and the Buyer regarding the sales contracts and these General Conditions, in particular related to their validity, interpretation, application and execution, shall be of the sole jurisdiction of the Court of Bergamo, with explicit agreed exclusion of any other, competing or alternative Court.