



## General conditions of Sale CIMA S.r.l. (or "CIMA") to Customer

These General Conditions of Sale ("GCS") apply to all orders between CIMA S.r.l. and Customer and constitute a part of the sales contract. Definitions:

**"Order Confirmation"**: the contract concluded between CIMA S.r.l. and the Customer indicated in the Order;

**"Technical Documentation"**: any type of technical information or documentation send to the Customer upon delivery of the goods;

**"Goods"** or **"Products"**: goods indicated in the Offer, including the technical documents and manuals if provided.

### 1. Contract conclusion

1.1. the contract is concluded with the Order Confirmation by CIMA, containing the indication of the customer's company name, quantity, quality, price, payment deadlines and delivery deadline.

1.2. the Offer can be canceled before the customer has signed the acceptance, until the Order Confirmation is sent

1.3. The contract is also concluded when:

- a) acceptance by CIMA of a letter of credit by the Customer;
- b) receipt by CIMA of all payment for the supply.

### 2. Prices and payment terms

2.1. The prices are indicated in the Order Confirmation

2.2. the Customer must pay the agreed price and the required accessory costs, for example for travel and transport and travel allowances.

2.3. The payment must be made by the Customer with the terms indicated in the Order Confirmation.

2.4. The payments are valid when the amount has been credited to the CIMA current account.

2.5. Payment will be made in Euros or in the currency agreed in the order



### **3. Technical Informations**

3.1. the Operating Instructions Manual is always available on the website [ww.cimamotori.com](http://ww.cimamotori.com)

### **4. Intellectual property**

4.1. CIMA is the exclusive owner of all intellectual property rights of the Products sold.

4.2. Licenses are not granted, even implicit, with the Order Confirmation.

### **5. Delivery and Terms**

5.1. The marking, packaging, labeling, identification of the Products sold and the place of destination are the responsibility of CIMA. The commercial terms are the INCOTERMS of the International Chamber of Commerce

5.2 Unless otherwise specifically agreed, the delivery of the goods ordered will be EXW (Ex Works) from the CIMA headquarters.

5.3 The delivery terms of the Order are indicative, unless otherwise agreed in writing between the parties, and may be subject to extensions for reasons of Force Majeure or for the modification of the Order requested by the Customer.

5.4. In the event of non-compliance with the delivery deadline for reasons attributable to the customer, a penalty equal to 1% of the order will be charged for each day of delay.

5.5. If the Customer refuses to deliver the goods within a reasonable time from the notification of "goods ready" for shipment, CIMA will have the right to store the goods at the Customer's expense and to invoice them as delivered.

### **6. Installation**

6.1. CIMA is not responsible for any projects, installations, connections and assemblies carried out by the customer

## **7. Garanzia**

- 7.1 CIMA guarantees the functioning of the goods sold for the period of 12 months from delivery.
- 7.2 The Customer must report the defects within 8 (eight) days of discovery, indicating the defects found.
- 7.3. defects are not covered by the warranty due to negligence or neglect of use or failure to comply with the instructions contained in the use and maintenance manual. Goods sold for the installation and maintenance of which unauthorized personnel have intervened are excluded from the guarantee.
- 7.4. Upon receipt of the complaint of defect in the goods, CIMA will remedy by repairing or replacing the defective goods.
- 7.5. for late payments or non-payments, even partial, CIMA is exempted from the obligation of guarantee and intervention for repairs.
- 7.6. The Customer must make available to CIMA the defective or non-compliant Parts which are replaced and which remain the property of CIMA.
- 7.7. This warranty replaces and excludes all other warranties, expressed or implied, required by law or convention.

## **8. Disclaimer**

- 8.1. the overall responsibility of the sales contract cannot exceed 100% of the sale price.
- 8.2. the responsibility of CIMA is exclusively limited to its goods.
- 8.3. CIMA has no responsibility for any product connected to the motor.

## **9. Obligations of the Customer**

- 9.1. Customer agrees to comply with all laws, rules, regulations and regulations applicable to its activities under this Agreement, including applicable foreign trade rules, export control restrictions or similar rules.



## **10. transfer of the contract**

10.1. The Contract is not transferable to third parties, not even partially, except with the express written consent of CIMA.

## **11. Major Force**

11.1 CIMA is exempt from any contractual liability in the event of Force Majeure: fire, flood, tornado, earthquake, hurricane, lightning, government actions, current or threatened acts of war, acts of terrorism, civil unrest or insurrections, sabotage, shortage of manpower , request for embargo and delays in deliveries by sub-suppliers.

## **12. Contract Termination.**

12.1. CIMA has the right to immediately terminate this agreement or any signed Order Confirmation, upon written notification to the other party: (a) in the event of insolvency of the other party or (b) in case of violation of these conditions or of the Order Confirmation, unless the other party remedies within thirty (30) days of the written notification of such violation.

## **13. Language**

13.1. The General Conditions of Sale are drawn up in Italian and English. In case of discrepancy between the versions, preference will be given to the version written in Italian.

## **14. Jurisdiction and applicable law**

14.1 This contract is governed by Italian law. Any dispute relating to the conclusion, execution and interpretation of the supply will be attributed to the exclusive jurisdiction of the Court of Vicenza (Italy).