

GENERAL SALES CONDITIONS

1) Acceptance of present sales conditions

1.1) Following general sales conditions rule all our sales contracts even when purchase orders reaches us by phone, verbally, through fax, e-mail or post.

1.2) Present general sales conditions regulate all relationships between NSM srl and Customer unless particular sales conditions are agreed in writing.

2) Purchase orders and Offers

2.1) Purchase orders sent to NSM srl will become binding only when relevant written order confirmation is issued by NSM srl and as per terms stated in the general sales conditions.

2.2) Signature of a proforma invoice or an order confirmation means an irrevocable Customer's bound.

2.3) NSM srl offers, quotations and proforma invoices are valid and in force for the period of 30 (thirty) days from its issuing date. Passed the above mentioned period, if not returned signed, they will become ineffective, if not differently specified.

2.4) No purchase order may be unjustly revoked by the Customer without NSM srl written acceptance. In case of purchase order cancellation, NSM srl reserves the right to ask for costs reimbursement arisen from above mentioned cancellation.

2.5) All technical data and measures stated in catalogues, web site, offers, quotations, proforma invoices and order confirmations have a purely indicative meaning. NSM srl reserves the right to bring all necessary modifications due to the technical evolution of its production without any further notice.

3) Prices

3.1) Prices are considered on an Ex-Works NSM srl Schio (VI) Italy basis and they are regulated by INCOTERMS 2000 rules approved by the International Chamber of Commerce, free of packing charges, VAT tax and every possible additional tax.

3.2) NSM srl reserves the right to modify above mentioned prices before delivery in case of unexpected and unforeseeable costs increase, committing itself to promptly advise the Customer about any changes so to enable him, in case, to cancel the purchase order. In case of prices modification, despatch of goods will be effected only after Customer's acceptance confirmation of relevant modification communicated by NSM srl.

4) Payments and deposits

- 4.1) Supply's payment has to be effected in form and type expressly stated in proforma invoice or in order confirmation. Amount transfer is always effected at Customer own risk whatever is the type of payment agreed.
- 4.2) Whenever payments will not be effected in due time, NSM srl reserves the right to stop pending supplies and/or cancel purchase orders even if already confirmed.
- 4.3) Single purchase orders and single supplies have to be considered as autonomous and independent from any possible pending purchase order and despatch for the same Customer. In no case and for no reason Customer may stop payment of ordered supplies.
- 4.4) Defect of payment within the expiry date will oblige the invoicing of passive interests calculation in accordance with the directive 2000/35/EC of the European Parliament dated 29 June 2000 and the possible modification of payment terms for the following supplies.
- 4.5) In some cases, NSM srl reserves the right to ask for a cash advance payment on purchase order.
- 4.6) Advance paid by Customer have to be considered as an amount bearing no interest and are not considered as earnest; nevertheless, in case of missing contract execution from Customer side, NSM srl will have the right to keep deposits credited, unless the major damage.
- 4.7) It is forbidden to the Customer to compensate with NSM srl if existing, live credits and debits, if not expressly authorized in writing.

5) Delivery and Despatches

- 5.1) Terms of delivery are purely indicative and not binding. NSM srl will not be obliged to any reimbursement or penalty in case of delayed delivery unless differently agreed in writing. In any case, NSM srl will not be obliged to any reimbursement caused by force-majeure circumstances or any other circumstances beyond the its control.
- 5.2) Goods travel at Customer's charge and at Customer own risk. Customer will inform method of transport time by time.
- 5.3) Customer has to examine goods received within 8 (eight) days from reception and forward detailed information to NSM srl in case of faults found – or which may be found – from a first examination or any other claim regarding products. Products will be definitely considered as accepted and in conformity to what agreed in sales contract in case Customer does not arrange above mentioned communication.
- 5.4) Consignee has to bear insurance of goods.

6) Packing

- 6.1) NSM srl will use packing considered most suitable at its own discretion unless not differently asked by the Customer.
- 6.2) Packing is invoiced at cost price and returned packing is not accepted.

7) Test

7.1) All machines are tested and checked by NSM srl before relevant delivery; every possible additional test's certification, check or evidence requested by Customer will be at his own charge.

8) Warranty

8.1) General Warranty Conditions published aside by NSM srl are expressly recalled as apply on this matter.

9) Returned goods

9.1) Returns of goods are not accepted if not previously agreed by NSM srl and authorized in writing.

9.2) Goods have to be delivered to NSM srl on a CPT - Carriage Paid To Schio (VI) Italy – Incoterms 2000 basis. Customer has to arrange delivery, freight charges and relevant risk are at his charge. Goods delivered on an Ex-Works basis will not be collected.

9.3) In case of authorized return the Customer has to return unused goods in the same conditions in which he originally received the merchandise.

10) Restrictions and damages' responsibility

10.1) Customer commits himself not to use purchased goods in a different way from the one they are destined and not to modify their construction, functionality and design.

10.2) NSM srl does not assume any responsibility in case of damages arisen by improper use or accidents which may verify using sold products.

11) Retention of ownership

11.1) NSM srl retains product's property until settlement of last price instalment, including possible taxes or over-taxes and any other additional fee which may be agreed.

11.2) Serial number stated on product's label itself is considered as reference.

12) Competent Court and applicable law

12.1) Present agreement is governed by Italian Civil Code laws and from other laws in force in Italy. Possible judicial disputes born by its application and/or interpretation will be transferred to exclusive jurisdiction of Vicenza's Court.

13) Contract's General Conditions applicability

Contracting parties all declare that above mentioned contract general conditions will govern all future supplies, unless differently agreed.