

Rotork Instruments Italy s.r.l. socio unico

Sede Legale: Viale Europa, 17 - 20090 Cusago (MI)
Uffici e stabilimento: Via Portico, 17 - 24050 Orio al Serio (BG)
Tel. 035.451161 - Fax 035.531763
Cod. Fisc. 01137680177 - P.IVA 00604200980
www.rotork.com
e.mail: info.instruments-italy@rotork.com

C.F. 01137680177
PI/VAT IT00604200980
Cap soc Eur.45.000 int.vers
Ischr.reg.Impr.Trib. Milano n. 01137680177



rotork[®]
Instruments

GENERAL SALES CONDITIONS

Article 1. Purpose

The General Sales Conditions, hereinafter referred to as the "Conditions", contained herein govern all present and future sales contracts between Rotork Instruments Italy s.r.l. (hereinafter referred to as the "Supplier") and Buyer (hereinafter referred to as the "Buyer"), with the exception of any derogations specifically agreed to in writing between Supplier and Buyer (hereinafter referred to as the "Parties"). Possible Buyer's general conditions will not be applicable to future relationships between the Parties unless express written approval is given. Any trade terminology used (EXW, FOB, CIF, etc.), refers to the Incoterms 2000 of the International Chamber of Commerce.

Article 2. Formation of the contract

a) The first Buyer's acceptance of the Supplier's offer (by letter, e-mail or fax) or the first order confirmation, sent by Supplier to Buyer, (by letter, e-mail or fax), will form express application of these Conditions between the Parties, except what duly specified in the Article 8 of these Conditions.

Article 3. Warranty - Liability of the Product

Supplier represents and warrants that products are manufactured in accordance with the applicable specifications and are free from defects in materials and workmanship. The warranty, valid for a period of 18 months from the date of delivery, shall not cover defects caused by accident, Buyer's negligence, improper use or maintenance or by any other reason beyond Supplier's control. Buyer shall have 10 (ten) working days following receipt of products to inspect the products and to notify to Supplier in writing any defects or non-compliance. In the event that any shipment of products is not accepted by Buyer due to any non-conformity with the specifications, or as a result of a cause occurred prior to placement thereof with the carrier, Buyer shall, if so indicated in writing by the Supplier, promptly return some samples or the full shipment that was rejected by Buyer at Buyer's costs.

Supplier, at its own discretion, shall, within a reasonable period, considering the entity of the complaint: (i) send a replacement shipment of products conforming, or (ii) credit Buyer a sum equal to the value of the defective or non-conforming products. This warranty overwrites all legal warranties for defects and compliance and exempts Supplier from any other responsibility for the supplied products; in particular, Buyer shall not be entitled to any requests for compensation or price reductions.

If one of the products sold by the Supplier to the Buyer is defective, the Buyer will send it, at its own expense, at the headquarters of the Italian Supplier. The product will be repaired or replaced by the Supplier, at no costs to the Buyer.

The Buyer will pay all the shipping costs for the product repaired or replaced and sent back to the Buyer.

The Buyer will bear all costs related to disassembly, assembling and transportation of the product, and any damage caused by the "machinery inactivity".

Supplier shall indemnify Buyer against any liability of the products claims asserted by third parties relating to damages sustained as a result of a defective products. In such case Supplier shall reimburse Buyer exclusively within the limits, terms and conditions of the products liability insurance policy held by Supplier. Buyer shall not make any oral or written representations which vary from the specifications, operating instructions, labels or representations given or made by Supplier with respect to the products. If any liability is incurred because of such varying representations, Buyer holds Supplier harmless with respect to any such representations.

In no event shall Supplier be liable for any indirect, incidental, exemplary or consequential damages, including without limitation any claim for damages based on lost revenues or profits, however caused.

In no event shall the Supplier be liable for any costs or damages arising from any act or omission of Buyer, including, without limitation, relating to the modification, handling, storage and marketing of Products by Buyer or to Buyer's failure to provide its employees, agents and customers or other third parties with adequate instruction as to the proper handling and use of Products.

In this respect we hereby confirm that our products are not designed for nuclear applications neither for aircraft/aerospace industries. For the above mentioned applications both warranty and insurance coverage do not apply.

Article 4. Delivery

Unless agreed otherwise, products are supplied EXW Orio al Serio (Italy). Risks relating to the supply shall, at the latest, be transferred to Buyer when the products leave Supplier's factory. The delivery terms are not of the essence and grant Supplier the benefit of an appropriate period of grace. Supplier shall in no event be liable for damage arising from total or partial early or late delivery. Partial deliveries are allowed. Buyer must request, at its own costs and expenses, any and all the necessary documents to import the Products in the Purchase Order. If Buyer does not request the documents in the Purchase Order, but later, and this implies a delay in the Products' customs clearance, Supplier shall not have any liability and Buyer shall not have the right to suspend or delay the payments due.

Article 5. Prices - Payments

Prices are fixed. Any price change will be notified by circular letter and will come into force 30 days after receipt of the new price list. Payments for the first order are in advance. Bank charge is to the debit of Buyer. Payments to agents, representatives or sales assistants shall not be considered as made until the relevant sums are credited to Supplier. Any delay or irregularity in payment shall give to Supplier the right to suspend supplies as well as to modify payments for subsequent supplies (advanced payment or other kind of guarantee); moreover, every amount owed to Supplier shall become immediately due.

Starting from the payment deadline, Supplier shall have the right to interests for delay as per article 5 of Italian Legislative Decree n. 231 dated 9/10/2002. Buyer is also obliged to make full payment even in cases of claim or dispute. No set-off against payment owed to Supplier is allowed.

Article 6. Retention of title

If payment either in whole or in part is to be made after delivery, the products delivered remain to Supplier's ownership until full payment has been made. The full property of the Products shall be transferred to Buyer only upon payment of the full price, except the assumption from Buyer of the risks from delivery, as stated in article 4 of these Conditions, as per article 1523 of the Italian Civil Code.

Article 7. Disputes - Law

All disputes arising from or connected with contracts to which these Conditions apply, shall be finally settled by the Milano's competent Court (Italy); nevertheless the Supplier shall have the right to act before the Buyer's Court. These Conditions shall be governed and interpreted according to the Italian law.

Article 8. Express acceptance

The present Conditions are fully considered accepted and approved either from Supplier and Buyer if these Conditions are not disputed from Parties, within the peremptory term of 10 (ten) days from the receipt (by fax or e-mail or letter or on the back to the invoice) of the present Conditions.