

**1. TERMINOLOGY AND DEFINITIONS**

THE FOLLOWING DEFINITIONS ARE VALID TO THESE GENERAL CONDITIONS OF SALE AND CONTRACT:

**CUSTOMER:** the User who requests Eurofork to supply of the Product, ensuring, through the formulation of the Purchase Order, that the purchase of the PRODUCT takes place exclusively for professional purposes, meaning related to his work activity, with consequent non-application to the Contract of the rules, primary and / or secondary and / or national and / or international.

**PRODUCT:** the Product supplied by Eurofork, whether or not included in the Eurofork catalogue, as viewable on the [www.eurofork.com](http://www.eurofork.com) website.

**QUOTE:** the proposal for the supply of the Product, and / or if applicable the Customer Card and / or any other descriptive and / or illustrative document of the Product, with the indication of the conditions of sale, possibly in derogation from this one, they mean inclusions, documentation, warranty, delivery, collection, transport, packaging, price, payment, validity of the offer and notes.

**PURCHASE ORDER:** the request for supply of the Product formulated by the Customer to Eurofork by fax or email;

**CONTRACT:** any contract having as reference the supply of the Product according to the terminology and definitions described in the General Conditions of Sale and / or in the Quote and / or in the Order Confirmation, duly signed by Eurofork.

**2. EFFECTS AND MODIFICATION OF THE GENERAL CONDITIONS OF SALE**

These GCS constitute the main document governing the relations between Eurofork and the Customer ("Parties"), and are considered accepted, even tacitly, at the time of acceptance of the offer by the Customer, and cancel, prevail and replace in full all other contracts or agreements (in any form and at any time stipulated) between the Parties.

Eurofork may undertake to different and/or additional and/or additional conditions with respect to what is indicated in these GCS only and exclusively in writing and following express negotiation between the Parties.

The General Conditions of Sale can be modified by Eurofork without notice, at any time, and are valid from the date of publication to the page on the webpage.

**3. EUROFORK QUOTE AND CONTRACT PURCHASE ORDER**

Any requests for quotations, proposal, information forwarded by the Customer to Eurofork, do not constitute in any case an executive order of supply. Following such requests for quotations, Eurofork will provide to the Customer only with the information necessary to fulfill the scope of supply.

Following the request for a quote, Eurofork will send an offer consisting of the proposal for the supply of the complete Product descriptive and / or illustrative documents of the Product, with indication of the conditions of sale, possibly also in derogation from the GCS referred to herein. The offer will be valid for 30 days, unless differently mentioned in the quote

The customer must forward to Eurofork, within the term of validity of the offer, specific orders containing the description of the Products, the price and terms required for delivery. Any order, order proposal or request for supply submitted in writing to Eurofork, constitutes an irrevocable contractual proposal for 30 days from the date of receipt, with Eurofork free to accept or not the order according to its sole discretion.

If the purchase order does not comply with Eurofork's offer, Eurofork reserves the right to change, at any time, the delivery date and / or the price of the Product that are considered accepted by the Customer if not contested within 24 hours from the review of the order confirmation.

The Customer may request the cancellation of the Purchase Order or part of it no later than the maximum term of 5 days (meaning, in the case of a Product out of catalog, referred to in Article 13 below, 15 days) from the date indicated in the Purchase Order and/or in the acceptance of the Purchase Order. Eurofork reserves the right to request reimbursement of expenses and costs incurred until the date of cancellation of the Purchase Order.

The cancellation of the Purchase Order is considered valid only if made in writing, signed by authorized personnel, and sent by e-mail in pdf format within the term indicated above.

If the Customer cancels the Purchase Order or part of it after the maximum period of 5 days from the date from indicated in the Purchase Order and/or in the acceptance of the Purchase Order, Eurofork has the right to claim the full price indicated in the Purchase Order and/or in the acceptance of the Purchase Order.

**4. CONCLUSION, OBJECT AND TERMINATION OF THE CONTRACT**

The Contract between Eurofork and the Customer is concluded, for all legal purposes, when the ownership of goods passes to the customer.

The Sale shall be deemed concluded:

(i) when the Customer receives a written communication of conclusion from Eurofork (such confirmation may be sent by e-mail, fax or electronic means) in accordance with Eurofork's terms and conditions of the Order,

(ii) or, in the event that the Customer receives from Eurofork a written confirmation containing terms different from those contained in the Order, without having received any opposition from the Customer in the following two days;

(iii) or, in the absence of written confirmation from Eurofork, at the time when the Products will be delivered to the Customer.

**5. PRICES, TERMS AND METHODS OF PAYMENT**

Prices, terms and methods of payment are indicated in the offer and in the acceptance of the Purchase Order.

Prices are to be considered tax-free and EX WORKS Eurofork plant.

Eurofork will retain ownership of the Products until EXW delivery date. From the moment Eurofork declares that the goods are ready for collection, or from the date of issue of the transport document, the ownership of the products is transferred to the Customer, even in the event of an agreed firm shipment.

Eurofork reserves the right to invoice the order for his entire value after the first 48 hours of non-collection, even agreed, at a weekly instalment of additional 0.8% in addition to the order value. On the basis of the price list, Eurofork reserves the right to apply price increases during the period of validity of the latter by means of a communication to the Customer. This change might affect current orders according Eurofork's sole discretion.

In the event that the Customer does not make the payment in the terms and in the manner indicated by Eurofork or in the event that the Customer's activity is contrary to good faith or violates specific agreements between the parties, or causes any damage to the Seller, or if it is conducted not in accordance with the ordinary course of business, by this meaning, without limitation, the issuance of acts of seizure or protests, or when payments have been delayed or insolvency proceedings have been requested or promoted, Eurofork has the right, at its discretion, to suspend or cancel further deliveries and to declare any claim arising from the business relationship as immediately due. In addition, the Seller may in such cases request advances on payments or an escrow deposit.

Alternatively, the Seller may consider the contract terminated for non-fulfilment, retain all the sums in the meantime paid by the Buyer in greater account to have as compensation for damages.

Even in the event of notification of disputes for defects and defects, the Buyer may not commence or continue actions unless he has first paid the price in full under the terms of the contract. Payments, in no case, may be suspended or delayed: if disputes have arisen, the related actions cannot be started or continued if the price has not been paid first according to the terms and methods established.

In any case, the Seller reserves the right to suspend the delivery of the Products or to modify initially agreed payment terms, at its sole discretion, if the Buyer's financial conditions have become such as to make it difficult to obtain the accrued credit, and to demand payment for the entire Supply.

**6. DELIVERY TERMS**

Eurofork will deliver the Products "ex works" (EXW – Ex Works) to its plants unless commonly agreed among the parties.

Delivery must take place within the term indicated in the Order as accepted in the Order confirmation or, if the term has not been indicated in the Order, within the term of 60 working days from the first day weekday following the confirmation of the individual Order. Delivery terms are indicative and are not essential terms pursuant to art. 1457 of the Civil Code and, in any case, do not include transport times.

Eurofork will not be held responsible for delays or non-delivery attributable to circumstances that are beyond its control, such as but not limited to:

- a) inadequate technical data or inaccuracies or delays of the Customer in the transmission to Eurofork of information or data necessary for the shipment of the Products;
- (b) difficulties in obtaining supplies of raw materials;
- (d) partial or total strikes, lack of electricity, pandemic, natural disasters, measures imposed by public authorities, transport difficulties, force majeure, unrest, terrorist attacks and all other causes of force majeure;
- (e) delays on the part of the freight forwarder.

The occurrence of some of the events listed above will not entitle the Customer to claim compensation for any damages or compensation of any kind.

Delivery terms are automatically extended:

- a) if the Buyer does not provide in good time the data necessary for the supply or requests changes in progress or delays in responding to requests for approval of drawings and executive schemes;
- b) if the Buyer is not in good standing with the payments;
- c) if at the sole discretion of the Seller, the buyer's financial condition and / or the amount of his credit is considered such as to constitute a clear danger to the achievement of the price.

The Seller reserves the right to reasonably make partial deliveries.

#### **7. SHIPPING AND CONTROL OF THE INCOMING PRODUCT**

The shipment is at the risk and expense of the Customer, unless otherwise agreed in writing.

The risk passes to the Customer according to the agreed Incoterms 2020,

In case of withdrawal of the Product by the Customer, the risk is transmitted to the Customer upon receipt of the communication of availability of goods.

Eurofork reserves the right to invoice the firm shipment after 48h from the scheduled collection date, even agreed, at a monthly installment of 0.8% of the value of the still product.

Upon delivery of the Product, the Customer is requested to verify the integrity of the packaging and the quantitative and qualitative correspondence with what is indicated in the accompanying document (transport document).

In case of non-compliance, the same must be affixed to the accompanying document and confirmed, within eight days by fax or certified mail to Eurofork. In the absence of communication of lack of conformity with the terms aforementioned, the supply is considered to correspond, in quantity and quality, to what is indicated in the accompanying document (delivery note).

Even in the presence of intact packaging, the Product must be verified within eight days of receipt.

#### **8. USER MANUAL AND TECHNICAL INFORMATION**

Eurofork delivers to the Customer use and maintenance manuals in Italian or English, by e-mail in pdf format. The use and maintenance manuals in languages other than English, may be provided only if expressly provided for in the Contract and, in any case, at the expense of the Customer. The Italian and English languages are the official languages and regulates the relations between Eurofork and the Customer. Any translation into a different language will not be binding on Eurofork.

The technical information contained in the site [www.eurofork.com](http://www.eurofork.com) is taken from the information published by the manufacturers of the products. Eurofork, therefore, reserves the right to modify / vary the technical and dimensional information of the products in the catalog, based on what will be communicated by the manufacturers, even without notice.

#### **9. RIGHT OF OWNERSHIP**

The Product remains the property of Eurofork until the Customer has fully paid the agreed price plus any default interest in the event of late payment.

The risks inherent in the ownership of the goods pass to the Customer pursuant to article 7 above.

#### **10. TEST**

Eurofork and the Customer proceed to the testing of the Product supplied.

Eurofork and the Customer determine the location and establish in writing the sharing of costs and expenses of the same.

Eurofork guarantees, through the test certificate, that each Product has been verified and tested before delivery.

#### **11. RESPONSIBILITY**

Eurofork is not responsible for any damage or loss, direct and / or indirect, deriving from the supply of goods and services offered in, but not limited to, the catalog published on the site [www.eurofork.com](http://www.eurofork.com), including for delayed and / or non-delivery of the Product, nor for the correspondence of the Product to the specifications published on the site, nor for any other fact not directly attributable to Eurofork.

#### **12. GUARANTEE**

The Customer must, at the time of delivery, check the Product received and report the defects within 8 days of delivery, if there are obvious defects or defects, or, within 8 days of discovery in the case of hidden defects or defects or not detectable by a person of average diligence, giving the possibility to Eurofork, if deemed necessary by this, to carry out any inspection, intervention and repair deemed necessary by such.

Any dispute must be made in writing and sent exclusively to Eurofork by fax or certified mail.

Within the limits of what is established in this clause, Eurofork undertakes to repair or replace the defective and/or defective product within the limits of this contract without any further obligation to compensate for direct and / or indirect and / or consequential damage deriving from the Buyer or third parties from product defects (by way of example also by way of loss of production, damage to things or persons, etc.).

The interventions carried out during the warranty period do not in any way entail the extension of the term of 12 or 24 months based on the type of product.

The obligations arising from the guarantee lapse in the event of suspension or delay by the Customer of the agreed payments.

The following are excluded from the warranty:

- i) defects, defects or breakages due to the normal deterioration of those parts of the Product that by their nature are subject to rapid and continuous deterioration indicated in the use and maintenance manual. The following results in the decline of the warranty.
- (ii) deficiencies, defects or breakages due to the use of tools, accessories or equipment not supplied by Eurofork;
- (iii) defects, defects or breakages due to the use and/ or maintenance of the Product carried out in a manner different from the indications and / or prescriptions of Eurofork also obtainable from the use and maintenance manual;
- (iv) deficiencies, defects or breakages due to extraordinary maintenance and/or replacements and/or modifications not authorized in writing by Eurofork;
- (v) deficiencies, defects or breakages due to natural or accidental causes;
- (vi) defects, defects or breakages in the installation of the Product and/or in the machines on behalf of the Customer.

The warranty obligation, as provided for in this article, is considered terminated with the delivery to the Customer of the piece adequately repaired and / or replaced, meaning the execution of the repair and / or replacement intervention.

Any Eurofork liability is expressly excluded, for construction defect or lack of quality, other than the replacement of the pieces or the technical assistance provided for above, with the express exclusion of the availability to compensate for various direct and indirect damages and above all for damages for lack of production.

With reference to those parts of the Products that are not produced by Eurofork. (e.g. internal combustion engines, generator sets, etc...) the warranty conditions of the manufacturer of these Products, indicated in the Booklets and Documentation attached to them, apply. In case of complaints, it is also necessary to contact the Service network of the manufacturer in question.

**13. INTELLECTUAL AND/OR INDUSTRIAL PROPERTY RIGHTS OUTSIDE THE CATALOGUE**

During the relationship between Eurofork and the Customer and, in any case, whenever the Customer requests the supply of a Product outside the catalog, Eurofork reserves the undisputable right not to deliver to the Customer,

Eurofork remains the sole holder of patrimonial and economic rights relating to inventions and anything else that has been prepared, realized, developed according to the Product to be supplied to the Customer, who is allowed only a limited and non-transferable use.

The term Confidential Information means the information communicated by Eurofork, for simplifying and non-exhaustive reasons in any form (on paper, magnetic, electronic and optical support, on oral support, by data transmission or by direct vision), consisting of drawings, studies and projects and, in any case, in any other document referred to and / or attributable to the activity and / or corporate purpose of Eurofork.

The definition of Confidential Information does not include any constituent element of information that, in that precise configuration or combination, is already, at the time of signing this contract, in the public domain and is already known, published or constituted by public domain subsequently, but not as a result of the violation of reserve obligations.

With the formulation of the Purchase Order, the Customer undertakes the obligation, for himself, for his employees, for his external consultants, for the companies connected to him and / or controlling and / or controlled, not to disclose in any way to third parties, directly and / or indirectly, in whole or in part, the content of the Confidential Information that is communicated and for the sole purpose for which it is communicated, without the prior and specific written permission of Eurofork.

With the formulation of the Purchase Order, the Customer assumes the obligation not to exploit, use or otherwise manage, by his own or third party means, the content of the Confidential Information.

Any product, hereby defined as idea, concept, hardware, software under any other tangible and intangible form, developed in cooperation with or with the contribution of a third party will remain property in his most complete and inclusive definition of Eurofork S.p.A.

Third parties refuse to claim any sort of reward for the contribution and/or support in the development of the product.

By formulating the Purchase Order, the Customer assumes the obligation to take away and hold Eurofork harmless, from any discriminatory consequence that may arise as a result of the communication to third parties of the Confidential Information.

**14. EXPRESS TERMINATION CLAUSE**

This contract is automatically terminated pursuant to Article 1456 of the Italian Civil Code, if the services in case of fulfillment of articles 5 (Product price and payment conditions) and 13 (Intellectual property rights).

**15. OFFICIAL LANGUAGE**

These General Conditions of Sale are in English Italian. The English Italian language is the official language and regulates the relations between Eurofork and the Customer. Any translation into another language will not be binding on Eurofork.

**16. CHANGES**

No modification, marginal note or clause added to the General Conditions of Sale is valid unless expressly approved in writing by Eurofork.

**17. APPLICABLE LAW**

Any relationship between Eurofork and the Customer is subject to Italian law.

**18. DISPUTES**

Any dispute relating to interpretation and execution, no less than the effectiveness and validity of the relationship between Eurofork and the Customer, where it cannot be resolved directly by the parties, is devolved to the exclusive jurisdiction of the Court of Turin.