

1. Subject / sphere of application

1.1 This document constitutes the terms and conditions of sale of Bremas Ersce S.p.A, a single-member company, head office in Cambiago (MI), via Castellazzo,9.

2. Introduction

2.1 The terms and conditions of sale, unless otherwise stated in writing for any exceptions or modifications, are applied to the delivery of products manufactured and purchased by Bremas Ersce S.p.A.. Any different terms of the contract which are submitted, attached, quoted, added or modified by the Client do not apply to without written acceptance by Bremas Ersce S.p.A..

2.2 The terms and conditions of sale refer to all articles currently offered by Bremas Ersce S.p.A. together with all future models and variants which may be included and reported in its catalogues, drawings, data sheets and brochures. Bremas Ersce S.p.A. does hereby reserve the right to modify, add or vary in any time the manufacture of one or more products, without prior notice.

2.3 Every order sent by a Client and confirmed by Bremas Ersce S.p.A. is considered irrevocable and refers to these terms and conditions of sale which are considered tacitly accepted in every respect.

3. Order confirmations

3.1 All the orders shall be accepted by Bremas Ersce S.p.A. sending an order confirmation. These confirms report the codes of ordered products, the prices, the delivery terms, the payments terms and / or other information which can be useful for the definition of the contract.

3.2 No order submitted shall be deemed to be accepted unless and until confirmed by Bremas Ersce S.p.A. with the related order confirmation.

4. Prices and methods of payment

4.1 The quoted prices are those referred to the confirmation order; they can be however modified according to unforeseeable variations of costs and currency exchange.

4.2 Unless otherwise stated between the parties, all prices do not include Value Added Tax, packaging and transport costs which shall be borne by the Client.

4.3 The invoices are to be irrevocably paid in due time according to the indicated terms. In case of non-payment in due time or partial payment, the Seller may suspend further deliveries of the already ordered products. Bremas Ersce S.p.A. shall besides have the right to:

- consider the contract immediately terminated
- charge interests on delayed payments on a day to day basis at the debtor rate
- choose any options to recover the credit, as well any proceedings.

5. Delivery and transport terms

5.1 Unless otherwise agreed in writing, the delivery terms shown in the order confirmation do apply to the goods leaving from Bremas Ersce plant. Value Added Tax, insurance and transport costs are charged to the Client.

5.2 The delivery terms indicated in the order confirmations are binding except for strikes, raw materials lack, moulds breakdown or other inconveniences related to the economic activity. In case of late deliveries, the Seller does not accept any responsibilities for direct or indirect damages to the Client, unless otherwise stated between the parties.

5.3 The goods travel at the Client's risks. At the receipt of the goods, the Client shall immediately control that the delivered products are conform in their weight, number, quantity and typology with the ones described in the delivery note.

5.4 All claims for differences found in the goods must be submitted in writing by the Client to Bremas Ersce S.p.A. within eight days after date of receipt of the goods.

5.5 Bremas Ersce S.p.A. does not assume any responsibilities for transport delays, damages or goods' loss.

6. Warranty

6.1 Bremas Ersce S.p.A. warrants its components for a period of 24 months from the delivery date as for the functional conformity and the technical characteristics indicated in the drawings, data sheets or specifications issued by Bremas Ersce S.p.A..

6.2 The warranty does exclusively apply to products returned within the warranty expiration and considered as defective by Bremas Ersce S.p.A..

6.3 The warranty shall be considered the commitment of Bremas Ersce S.p.A. at its own discretion, to replace free of charge returned products considered as defective, delivering with transport to the Client's costs from the plant in Cambiago (MI). The Seller may as well credit the relevant value. Except as otherwise stated in writing by the management of Bremas Ersce S.p.A., the Client shall indemnify the Seller against any compensations for direct or indirect damages and charges such as:

- costs assumed for the replacement of the components
- costs assumed in the plants of the Client
- costs for "recall" actions
- costs assumed for the selection of materials or replacement of entire instalments

6.4 No warranty is expected for all products which will result defective due to the following circumstances which are not related to manufacture defects: carelessness; Usage non-compliant with the technical specifications; Mistakes in the project or manufacture of the advice in which the components are inserted; Incorrect maintenance; Maintenance made by non-authorized staff; Transport damages.

6.5 No warranty is moreover expected in case of wrong usage of the device.

7. Patent rights

7.1 Bremas Ersce S.p.A. assures that the supplied products do not violate any patent rights of a third party, that they are not given in pawn or mortgaged and are free from any obligations.

7.2 All knowledge and restricted information acquired by the Client and imparted to it by Bremas Ersce S.p.A. shall be treated as confidential.

8. Competent court of jurisdiction

Any disputes shall be referred to the competent court of jurisdiction in Milano.