



GENERAL TERMS AND CONDITIONS OF SALE

Definitions

SELLER: Unispecial s.r.l.

BUYER: Signatory to the order, also known as the Customer.

ORDER: The Customer's request, with technical specifications.

ORDER CONFIRMATION: Seller acceptance confirming the order (including by telephone).

GENERAL TERMS AND CONDITIONS: The terms and conditions governing the Buyer-Seller relationship.

PRODUCT: Scope of the order, also known as Goods.

SUPPLY: Subject of the Seller's service.

CUSTOMER FORM: Document containing the technical/commercial data of the Buyer-Seller commercial relationship.

PRODUCTION STANDARDS: ISO 9001 :2015 Certification and possible improvements, requested by customers and agreed upon with them.





TECHNICAL CHARACTERISTICS: Quality, tolerances, treatments and controls.

TECHNICAL DATA SHEETS: Documents for the material and for the thermal and galvanic treatments where performed (if possible).

1. General provisions

All orders requested by the Customer are governed by these General Terms and Conditions of Sale and the order request implies the knowledge, acceptance of, and reference to, the clauses below. Therefore, these Terms and Conditions govern the Buyer-Seller relationship that is the purpose of the order, where it does not derogate from specific conditions contained in the individual order, and subsequently confirmed by both parties. Unless specifically indicated in the order, the product references, technical characteristics and standards are those indicated by the Customer.

2. Order and acceptance

Orders must contain a detailed list of the required items, and must indicate item name, description, photo, drawing, etc.

The Contract will be deemed concluded only following express confirmation sent by fax and under the conditions contained therein, and in the event of non-compliance, with any changes to be made sent promptly by the following day of receipt of order confirmation. In the absence of any communication by the indicated deadline, the order will be accepted under the conditions indicated above, except where approval by fax is required within two days of receipt of our order confirmation. Confirmed orders will not be considered valid if the Buyer defaults on other contracts with our company.

3. Conditions of delivery

The conditions of delivery must always be considered indicative and never essential and/or binding on the Buyer. Non-delivery or late delivery will not result in termination of the contract and/or damages. However, our company will seek to satisfy the Customer's request to the extent possible based on internal production and organisational processes. If, for any reason, the Buyer is unable to receive the Goods within the established period, it is still required to pay the amount due by the agreed deadlines, plus any storage costs.

4. Delivery

Delivery methods must be agreed for each order and indicated at delivery. In cases where goods are to be transported to the recipient, transport shall be entrusted to qualified carriers who are provided a copy of the documents





containing all the information necessary to perform the delivery correctly. Any claim relating to the quality, quantity and/or damage caused by transport of the purchased goods must be made at the time of receipt of the goods and not beyond the time limits prescribed by law. After this period, our company will not accept any claims and the delivery will be considered accepted.

5. Packaging

Each product is packed using appropriate materials, whether heat shrinking or cardboard as required, in accordance with international reference standards. The Seller provides the packaging as indicated in the offer. Special types of packaging not provided for in order confirmation but requested at the time of shipping will be invoiced along with any related additional costs.

6. Price and conditions of payment

The price of the provision is that indicated in the order confirmation and subsequent invoices. Our invoices are binding, and the terms, amounts and payment conditions indicated therein are essential and must be respected. The Seller is entitled to terminate the contract in the event of non-respect, late or even partial respect of these terms and conditions.

In the event that payment in instalments is agreed for the payment of the goods, non-payment, partial or delayed payment of even a single instalment will result in forfeiture of the acceleration clause, and the Seller will be entitled to immediately claim full payment and/or termination of the contract at its sole discretion.

Non-payment or partial payment entitle the Seller to suspend performance of the existing relationship, retaining any quantities of goods remaining to be delivered, and to modify the payment conditions of future provisions and, in any case—depending on the severity of the failure—to terminate the provision relationship as by right, sending a simple notice to the Buyer, without the Buyer being entitled to make any claims for compensation or reservations in this respect. In any event, the Buyer will be required to pay compensation for any further damages resulting from failure to execute the contracts. The Seller's material and all services must be paid in accordance with the procedures established in the order confirmation and invoices. The terms of payment will be specified in the order and order confirmation. For any late payment, the Seller reserves the right to apply default interest under Legislative Decree no. 231/2002 as amended.

7. Verification and acceptance

The Buyer must inspect the products immediately upon receipt or pick up. The Buyer may not claim further damages if the goods are not inspected immediately.





8. Checks and tests

Unless otherwise specified in the order and order confirmation, provisions are governed by the specifications set out in the production standard. Any testing of the product must be expressly requested by the Buyer at order placement and accepted by the Seller in the order confirmation. The place of the inspection shall be exclusively the place where the product is manufactured or sold. Testing by the Buyer or its agent shall give full discharge. All costs related to testing are borne by the Buyer, who will also be required to promptly reimburse the Seller for any expenses incurred for this purpose. If the testing is not performed within 15 working days of the date of preparation (goods ready notice), the provision will be deemed to have been accepted. Any product rejected during testing shall result only in the obligation by the Seller to replace it as soon as possible without the Buyer being able to claim any compensation or contract termination.

9. Defects and complaints

Any claims for products not corresponding to the agreed terms must be made in writing within eight days of receipt of the goods under penalty of invalidation. Disputes will be settled in accordance with UNI/11025/03.

10. Guarantee for defects

The Seller guarantees conformity of the materials with the technical reference standards, based on the characteristics and conditions specified in the order confirmation. Any technical specifications and/or warranty claims made by the Buyer will be considered only if stated in the order confirmation. The warranty is for the product that is the subject of order confirmation and includes only non-conformities existing at the time of delivery, i.e. existing originally in the product, excluding any non-conformity occurring at a later time. Non-conformities known to the Customer or that could be known to the Customer through ordinary diligence at the time of delivery, or non-conformities deriving from instructions provided by the Customer, are also excluded from the warranty.

The Seller cannot be held liable for any applications and operations to which the material supplied to the Buyer or its agent is subjected, for improper use or use different from that which is guaranteed.

Should the claim be timely and well founded, following acceptance by the seller's technicians, the Seller is required only to replace the goods acknowledged as failing to comply with the order confirmation at the same place of delivery as the original delivery, following return of the goods to be replaced—unless a discount is agreed. The Buyer will not be entitled to request termination of the contract or a price reduction or, in any event, compensation for damages and reimbursement of any expenses incurred. The Buyer loses the right of complaint and therefore of replacement of the goods should it fail to suspend immediately the processing or use of the materials subject to the dispute. Claims do not entitle the Buyer to





suspend payment of the invoice for the disputed goods, and the warranty will be effective if the payment terms are respected by the Buyer.

11. Withdrawal

The Seller shall be entitled to withdraw from the contract at no charge should it become aware of the existence of protests regarding instruments, as well as the initiation of summary, ordinary and insolvency court proceedings, including out-of-court proceedings, to be borne by the Buyer.

12. Contract termination

In addition to cases of late payment or non-payment, as provided for in paragraph 6 above, the Seller shall also be entitled to terminate the supply relationship by written notice to the Buyer, if the material has not been picked up 15 days from the goods-ready notice where the Buyer is responsible for pick-up.

13. Acceptance

Any acceptance of Buyer behaviour or default shall not imply any waiver of the Seller's rights.

14. Safeguard clause

In addition to cases of force majeure and in other cases provided for by law (including alarms, mobilisation, blockade or war including in Countries supplying raw materials, staff strikes and disturbances, occupation of establishments, lock-outs, fires, floods, public disasters etc.), the Seller shall be entitled to withdraw in whole or in part from the final sale contract, and from those under development when events and circumstances that substantially alter the state of the markets, the value of the currency or the conditions of Italian industry occur. In such cases and in general, when the Seller withdraws from the contract for an impediment beyond its control, the Buyer shall not be entitled to compensation or refunds, and must pay for the goods already prepared or in processing, if requested to do so.

15. Applicable law

Italian law is applicable for all matters not expressly provided for in these general terms and conditions of sale, for sales or supplies and related contracts and obligations concluded with our company.

16. Competent court

The Court of Padua shall have exclusive jurisdiction for any dispute relating to sales or supplies and related contracts and obligations concluded with our company.

17. Invalidation of individual clauses

Under no circumstances does the invalidity of one or more of the above clauses imply the nullity of the General Terms and Conditions of Sale.

18. Privacy

According to European Directives (95/46/EC and 2002/58/EC), we inform you that we are in possession of data qualified as personal by the aforementioned law for the implementation of contractual relations. The data provided are processed to fulfil contractual requirements and legal obligations, and are processed using





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electronic means guaranteeing security and confidentiality. The data may be communicated in any form, including through provision or consultation, to credit institutions, commercial companies, credit collection agencies, related companies, consultants and professionals, as well as to third parties for the provision of services. Data are also collected, reorganised and used to improve the service/product offer. The data controller is the company to which the Customer's order is addressed.



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