

**AIDA s.r.l.**  
**TERMS AND CONDITIONS**

Any sale of presses and other products by AIDA s.r.l. (hereinafter referred to as Seller) shall be subject to the following terms and conditions (hereinafter referred to as Terms and Conditions):

**1. PRICE/CHARGES**

- (a) Price quotations are subject to the acceptance confirmation of Seller.
- (b) Price/charges are subject to the payment by Buyer of any applicable sales, use, excise or similar local taxes now in force or hereinafter enacted, together with penalties and expenses, if any, in lieu of the payment of such taxes, Buyer shall provide Seller with a tax-exemption certificate acceptable to the tax authorities.
- (c) Unless otherwise quoted by Seller, all quoted prices are based on the trade term described in Buyer's quotation and/or sales confirmation to which latest INCOTERMS shall be applied.
- (d) Should there be an agreed specification change between Seller and Buyer after the acceptance confirmation of Seller, the price/charge shall be revised accordingly reflecting such change in the specification of the product(s).

**2. TERMS OF PAYMENT**

Terms of payment are as specified in Quotations and acceptance confirmations.

**3. DELIVERY**

- (a) Every reasonable effort will be made by Seller to fulfill the order within the time estimated, but due to the nature of the work undertaken, no liability shall be attached or accrued for delayed performance due to any cause directly or indirectly beyond the control of Seller including, but not limited to, fire, strike, accident, war conditions, Government regulation or restriction, shortages in transportation, power, labor or material, freight embargo, riot or civil commotion, default of a supplier or prohibitions or events which render performance difficult or impossible.
- (b) Seller shall inspect the ordered products upon completion of their production, at Seller's manufacturing facilities or such other place as Seller may determine and in accordance with its own inspection standard which shall be equivalent to the requirements established in the press accuracy standard of Japanese Industrial Standard (JIS) or a similar standard of another country depending on Sellers products supply sources. Result of such inspection shall be final. If an additional special inspection is specified in Buyer's order or Seller's Sales Confirmation, such special inspection shall be scheduled and executed by Buyer at its own expense immediately upon completion of production and prior to shipment from Seller's production facilities based on the contracted shipping period. Seller shall not be liable for delay of shipment of the products caused by such special inspection.

**4. COOPERATION-CANCELLATION-MODIFICATION**

- (a) Buyer shall at all times fully cooperate with Seller, and furnish all specification, drawings or information required.
- (b) Buyer shall not countermand or cancel the order or cause the work or shipment to be delayed or stopped, except with the consent of and upon the terms agreed to by Seller and, in any event with full reimbursement to Seller for all costs (including any extra cost) incurred plus 15%.
- (c) Neither Seller's proposal or Buyer's order, nor any provisions nor terms thereof, shall be modified, amended, rescinded or changed in any way except by written agreement from Seller. However, any clerical errors are subject to correction.

**5. TITLE AND RISK**

- (a) Delivery of goods at the contracted delivery point shall constitute complete delivery of the products to Buyer.
- (b) Unless otherwise agreed upon between the Seller and the Buyer, all risks of loss or damage to the delivered products under this contract shall be passed to the Buyer when delivered by the Seller to the Buyer at the contracted delivery point.
- (c) The title of the products shall be passed to the Buyer by the completion of the payment for the contracted amount.

**6. INSTALLATION AND SERVICE**

Unless otherwise specifically provided in Seller's Quotation, (a) no installation service shall be performed, and no expense of installation shall be borne by Seller, and (b) once delivery has been made by Seller, all servicing of any products will be charged for in accordance with Seller's then prevailing schedule of charges.

**7. WARRANTY-WARRANTY LIMITATION**

- (a) Subject to the other provision of Seller's proposal and these Terms and Conditions, Seller warrants all goods supplied by Seller to be free from defects in material and workmanship for a period of fourteen (14) months from the date of shipment of the goods from the Loading port(s) or twelve (12) months from the acceptance by Buyer whichever shorter. All products not manufactured by Seller are warranted by Seller only to the extent provided by and enforceable against the manufacture of such products.
- (b) Seller's obligation hereunder shall be limited to the replacement of such parts which examination shall disclose to the satisfaction of Seller to have been defective under ordinary and normal use, provided written notice of such defects shall be given by Buyer within thirty (30) days after they first appear. In no event shall Seller have any liability whatsoever for payment of any consequential, incidental, indirect or special damages of any kind, including but not limited to, any loss from profits. No allowance will be made for any expenses incurred by Buyer in repairing defective parts or supplying any missing parts, except on the written consent of Seller. In any case where Seller is effecting the replacement or repair or any defective parts. Buyer shall have the responsibility and bear all the costs of procuring and providing all necessary dismantling reassembling and handling facilities in connection therewith.

- (c) Buyer assumes and shall bear all responsibility for providing adequate and sufficient safeguards, work handling tools and safety devices to protect fully the operator and any other users of the products at all times, in accordance with the prevailing safety codes and industry-accepted standards. Seller shall bear no liability whatsoever for the failure of Buyer to order, install, or use such safeguards, work handling tools or safety devices. Buyer shall establish and use, and require all persons operating the equipment to use, all proper and safe operating procedures, including but not limited to procedures set forth in any manuals or instruction sheets relating to the equipment. Buyer shall not remove or modify any devices, warning sign, or manual furnished with, or installed upon or attached to the products.
- (d) The Seller shall not be liable for any defect caused by design on the goods which the Seller has manufactured under the Buyer's technical information, specifications or drawings in the case where Seller could not foresee such defect at the contract date.

Notwithstanding any provision of these terms and conditions, the warranty contained in this paragraph, as limited herein, is the only warranty extended by Seller in connection with any sale by it and is in lieu of all other warranties, express or implied, including warranties of merchantability and fitness for purpose.

**8. PATENT**

The Buyer shall indemnify the Seller against all actions, costs (including the cost of defending any legal proceedings), claims, proceedings, accounts and damages in respect of any infringement or alleged infringement of any patent, registered design, unregistered design, design right, copyright, trademark or other industrial or intellectual property rights resulting from compliance by the Seller with the Buyer's instructions, whether express or implied.

**9. INDEMNITY**

- (a) Buyer hereby waives, releases and discharges any and all claims of any and every kind (including but not limited to injury to or death of any persons or damage to property), which it may have at any time against Seller and covenants to indemnify and hold harmless Seller, its agents or employees, by reasons of or arising out of any claimed improper design, specifications or manufacture of the products sold hereunder, or of any claimed inadequate or insufficient safeguards or safety devices.
- (b) Buyer agrees upon demand to indemnify the Seller against all losses, damages, injury, costs and expenses of whatever nature suffered by the Seller to the extent that the same are caused by or related to:
  - designs, drawings or specifications given to the Seller by the Buyer in respect of the products;
  - defective materials or products supplied by the Buyer to the Seller; or
  - the improper incorporation, assembly, use, processing, storage or handling of products by the Buyer.

**10. LOCAL LEGAL REQUIREMENTS**

Seller shall not be responsible for compliance with any local Laws, Ordinances, Codes or the interpretation thereof, which may be in effect at Buyer's plant, unless Seller has specifically agreed in its acceptance confirmation.

**11. SUCCESSORS AND SUBCONTRACTING**

- (a) Seller's proposal, and these Terms and Conditions shall insure to be the benefit of and be binding upon the successors and assigns of the parties hereto. Provided, however, in the case where the Buyer succeeds this Contract to the individual company which the Buyer does not control or is not controlled by, the Buyer may not succeed this Contract to such individual company without prior written consent of the Seller.
- (b) The Seller shall be entitled to subcontract any work relating to the contract without obtaining the consent of, or giving notice to, the Buyer.

**12. ACCEPTANCE**

All orders are valid and binding upon acknowledgement by a duly authorized officer or manager of Seller. These Terms and Conditions can be varied in writing only. If terms and conditions stated in a Buyer's order are inconsistent with these Terms and Conditions, Seller's acceptance shall constitute a counteroffer, and Buyer shall be deemed to have accepted these Terms and Conditions unless he notified Seller to the contrary in writing twenty first (21) days after receiving Seller's acceptance.

**13. RE-EXPORT**

The re-export of the products by the Buyer shall be subject to the previous written consent of the Seller. The Buyer is liable to the Seller for damages arising from a re-export of the goods not approved in writing by the Seller.

**14. LAW AND JURISDICTION**

The contract (and any proceedings whereby one party might be entitled to join the other as a third party) shall be governed by and construed in all respects in accordance with Italian law and the parties hereby submit to the exclusive jurisdiction of the Italian courts.

(Place, Date, Buyer Signature) \_\_\_\_\_

For the purposes of articles 1341 and 1342 of the Italian civil code, the Customer acknowledges and specifically accepts the following provisions: Clauses 3, 4, 7, 8, 9, 10, 11, 13, 14.

(Buyer Signature) \_\_\_\_\_

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