



OFFICINA MECCANICA LOMBARDA S.r.I.

Sede legale: 10040 CAPRIE (TO) Via Kruscev, 3 Uffici e Stabilimento

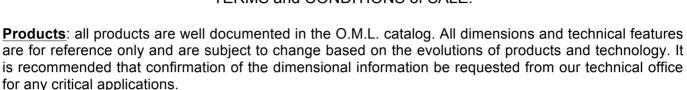
Via Cristoforo Colombo, 5

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TERMS and CONDITIONS of SALE:



<u>Purchase Orders</u>: O.M.L. reserves the right to refuse orders even in the case of a previous offer. The order is accepted only upon receipt of a customer's purchase order conforming to all of the terms and supply conditions.

<u>Prices</u>: prices agreed upon with the client are confirmed in the order confirmation; prices can be modified if there are changes in the costs of production or material acquisition. Prices, if not expressly specified, are intended for goods packed and delivered ex works.

<u>Packaging and Shipments</u>: All goods are carried at customer's own risk. If the customer does not provide an indication of a proffered carrier, O.M.L. will determine the shipping method using their best judgement.

<u>Deliveries</u>: the delivery date is specified in the order confirmation for each product. The delivery terms are for reference but are not final; they are subject to change in the event of production issues or lack of required information necessary from customers. Any delay in delivery will not justify claims for immediate damages, indirect damages, or order cancellation.

<u>Payments</u>: payments shall be made within the agreed upon terms documented in the invoice. Delays in payment may result in the addition of trade interests at the official rate and a debit note will be issued. Non-payments or a delay in payment entitles O.M.L. to hold deliveries until receipt of the past due payment.

<u>Warranty</u>: O.M.L. products are guaranteed for 12 months from shipment for use on eight-hour shifts against defects in material, processing, and assembly. The warranty does not apply in case of collision and/or accident or misuse and non-compliance with the instructions given in the operation and maintenance manuals. For applicability of warranty the product shall be returned in O.M.L. free of charges and without any freight costs.

The warranty terms only cover the restoration to normal functionality of the products. The warranty does not include:

- · replacement of the product
- charges for technical operations by customers
- charges for stop or lost production
- · charges for damage to property or person
- charges for non-compliance with the pieces produced



Retention of Title: the goods are owned by O.M.L. Srl until receipt of payment. In the case of payment beyond the agreed upon 30 days, O.M.L. reserves the right to request the seizure of goods. In this event, all legal costs, transport costs, and any damage will be charged to the defaulting purchaser.

<u>Complaints</u>: any complaints shall be submitted in writing within 15 calendar days from the shipment arrival date to the final customer facility; complaints after this period will not be considered.

Returns: in the case of a return, a restocking fee of 15% of the customers cost of the goods, with a minimum charge of 60 Euro, will be applied. If the restocking of the product requires grinding operations, reassembly, repacking and/or the addition of missing parts, all of these costs will be deducted, in addition to the penalty of 15%, from the credit note.

Court: for any legal disputes the overseeing court will be that of Pavia, Italy.