

 SCC Iberica S.L. Sant'Oreste, 11 08859 Begues - Barcelona Tel +34 93 639 22 50 Fax +34 93 639 1478 mail: <a href="mailto:spain@hrsflow.com">spain@hrsflow.com</a> <a href="http://www.inglass.it">http://www.inglass.it</a> <a href="http://www.hrsflow.com">http://www.hrsflow.com</a>				Oferta Cliente		Tipo A	Número 1700453	fecha 14/11/17	
				Job Number					
				Persona de Contacto		MANOLO SERRANO			
				PLASTICOS FACA S.L CTRA DEL MIG 1-13 08940 CORNELLA DE LLOBREGAT Teléfono / Fax +34933779812 +34933773211					
Medio de Transporte Remitente			Entrega Mercancía FREE DELIVERY			Tipo Embalajes			
Agente 062 MORENO JOSE		Código Cliente 4301002604	Código Fiscal		Partida IVA ES A08264095	moneda EUR	Página 1 / 1		
Condiciones de Pago TALON BANCARIO A 90 DIAS FECHA FACTURA			Banco						
Esta oferta esta sujeta a futuras variaciones de precio en función de las posibles modificaciones solicitadas por el cliente. La oferta deberá estar sellada por el cliente para su confirmación / aceptación definitiva. Con la aceptación de la oferta, el cliente asume la forma de pago indicada y las condiciones generales de venta adjuntadas a la oferta.					Please Issue P.O. to: SCC Iberica S.L. Sant'Oreste, 11 08850 Begues Barcelona, Spain				
Artículo		Cant.	Precio	Descuentos	Importe	IVA	Entrega		
0023-01341B RESISTENCIA RR Ø6.5 M 175 295W 230V RESISTENZA RR Ø6.5 M 175 300W 230V ACCIA		PZ 2,00	103,00		206,00	21			
Importe Mercancía 206,00	DTO.P.P.	Importe Neto 206,00	Gastos extras	Total Iva 43,26	Total Factura 249,26	Material sin coste	TOTAL GENERAL 249,26		
					Validez de la Oferta 30 días				
					Fecha, Firma e Sello para Aceptacion				

GENERAL CONDITIONS OF SALE

CLAUSE 1 FOREWORD These general conditions govern buy/sell relations referring to the products of Inglass S.P.A., hereinafter referred to as the “Seller”, which consist of injection systems for thermoplastics and/or components thereof.

The clauses set forth hereunder to be considered as incorporated into each single buy/sell contract are the general conditions of sale which, from the relative acceptance until a new written agreement is executed, will govern relations established in that term between Seller and Buyer. Any communications regarding these conditions of sale and resulting relations shall be in writing and in the Italian language, hand-delivered or sent by registered mail with return receipt. Fax or electronic mail may also be used.

CLAUSE 2 SCOPE OF APPLICATION: These general conditions will govern, even when not expressly referred to, all relations between the Seller and the Buyer established as a result of the offers underwritten as of the date of acceptance of these conditions until a written contract with new and different conditions is agreed.

CLAUSE 3 SUBJECT MATTER OF THE CONTRACT: The subject matter of contracts governed by these conditions consists of the supply, by the Seller, of injection systems for thermoplastics and/or the components thereof which will be specifically set forth in the single offers.

CLAUSE 4 - OFFERS: The Seller’s offers are valid for 30 days. Once this term has elapsed and the Buyer has failed to reply, the offer is to be considered no longer binding on the Seller. The Buyer’s written acceptance that has reached the Seller within the aforementioned term will instead finalize the contract. If, in drawing up his offer, the Seller establishes a time limit for acceptance other than as aforementioned, the contract will be considered as finalized upon the Buyer’s forwarding of the written acceptance prior to the expiry of said different time limit. The contract resulting from acceptance of the offer is regulated by these conditions and the specific terms expressed in the offer. Any exceptions or additional conditions will be valid only if agreed in writing and countersigned.

Prices set forth in the offer are expressed in Euros, non-inclusive of VAT, and non-inclusive of: duties, charges, taxes and levies, shipment costs, which will be charged to the Buyer unless otherwise agreed in writing. Should an increase in the Seller’s costs occur after the date of the offer or after the making of contract but before delivery, due to: exchange rates, procurement costs, shipping charges, duties and excise tax and other tariffs and, generally, extra costs, levied directly or indirectly on the Seller, the prices set forth in the offer, even if already accepted by the Buyer, will be increased accordingly.

CLAUSE 5 - ORDERS: Orders, which are equivalent to purchase confirmations, will be valid only when communicated to the Seller in writing. By accepting the offer, the Buyer confirms that all the technical annexes and design specifications of injection systems for thermoplastics and/or components thereof have been thoroughly examined and that the same are considered suitable and fit for use. The order is binding on the Buyer who may not change, cancel or request amendments without the Seller’s written consent. The canceling of the order, if accepted by the Seller, will make the Buyer liable for the payment of an amount equal to 15% of the total amount of the order plus design expenses and costs already incurred by the Seller in carrying out the same order. Should there be an impediment preventing the Seller from executing the order either wholly or in part for causes beyond his control and responsibility, the Seller will be entitled to make such necessary changes to the order as will enable the same order to be executed and charge any additional cost to the Buyer.

CLAUSE 6 FORMATION OF CONTRACT: Acceptance by the Buyer of the offer or of the Seller’s order confirmation, even when the same occurs by simple performance of the contract *by facta concludentia*, entails application of these general conditions to the contract. Any exceptions by the parties will be valid only if made in writing, and, in this event, these general conditions will still be applicable to the parts not waived. No part of any general conditions of the Buyer will be applicable, unless expressly accepted in writing by the Seller. Any start to performance of the contract by the Seller, in the absence of specific written acceptance of contract conditions submitted by the Buyer and different to those contained in the Seller’s proposal, does not entail acceptance of such different conditions.

CLAUSE 7 - PAYMENTS: Payments shall be settled by the Buyer via money transfer or cash order within the time limit shown in the offer.

Non-payment or late payment with respect to each single due date will authorize the Seller to:

charge the Buyer default interest in accordance with applicable laws;

resort to the termination clause (*condition résolutoire*) as referred to in clause 14 hereof, which entitles the Seller to request the return of the goods with immediate effect, if already delivered, and/or, at the Seller’s discretion, to obtain full payment of the goods plus in any event compensation for any damage incurred.

The Buyer will not be entitled to raise any objections against the Seller in order to avoid and/or delay payment of the price at the due dates and for the amount agreed. If, in the process of performance of the contract, the Seller has grounds to doubt the Buyer’s solvency or has reason to believe his solvency is reduced or the financial and/or cash flow conditions of the same have changed, the Seller will be entitled to demand prompt and full payment of the price or request that the Buyer provide suitable guarantees. In the event that the Buyer does not perform his side of the contract, the same will be required to reimburse all the expenses and costs incurred for debt recovery either through court action or out of court. As for the costs and expenses for recovering the credit out of court, the Buyer will be required to refund the same in full for an amount not less than 15% of the credit and for a minimum of € 250.00 plus any ensuing legal charges.

CLAUSE 8 TIME LIMITS AND TERMS OF DELIVERY AND TRANSPORT, PASSING OF RISK: Delivery terms, established by the Seller and set forth in the single offers, even when accepted by the Buyer, are given purely as an indication and are not to be considered of the essence. Said terms, in any event, commence as from the date on which the contract is finalized, as set forth in these general conditions (or as from the occurrence of a different and specific event referred to in the contract) and are intended as conditional upon the prompt transfer from the Buyer to the Seller of all the information and data required for performance of the contract and upon timely reply of the Buyer to the Seller’s requests. In the event that a delay is caused by the Buyer, said terms will be automatically extended accordingly.

The Seller undertakes to comply as far as possible with the delivery terms understood, in any event, as approximate except in the event of:

Force majeure, such as, pursuant to section 1365 of the Italian Civil Code, total or partial strikes, blackout, floods, mobilizations, epidemics and any other unforeseen event;

Difficulty in procuring raw materials;

Objective needs or production and/or marketing requirements;

“fact” attributable to the Buyer;

default on agreed payment terms.

Should the Seller fail to comply with the time limit for delivery, the Buyer will not be entitled to request termination of contract - except where the delay is over two months - or penalties, compensation or any indemnification.

Where the Buyer, having been informed that the goods are ready for delivery or dispatch, fails to collect them or give instructions for the dispatching thereof within 5 days, he will be required to pay € 100.00 for each day overdue. Once 15 days have elapsed since the delivery of the injection systems and/or components thereof, the same will be understood as conclusively accepted and the relative testing and acceptance at the Buyer’s facilities will be understood as having had a positive outcome.

The moment of the passing of risk is established in conformity with the Incoterms 2010 of the International Chamber of Commerce. When no indication for transport is shown in the offer, the goods are intended as sold: EXW, when destination of the goods is either in Italy or other EU country; CPT, when destination of the goods is to a non-EU country.

CLAUSE 9 WARRANTY AND LIMITATION OF LIABILITY: Within the limits of the provisions set forth hereinafter, the Seller agrees to remedy any imperfection resulting from a defect or flaw in design, materials or workmanship. Said commitment is confined to defects that appear during the period (“warranty period”) starting from delivery and valid up to 24 months (12 months for SLM conformal cooling systems). Service under warranty is to be understood as strictly the replacement or repair, free of charge, of the system and/or relative components, provided that it is shown to the Seller’s satisfaction that the system and/or relative components had a design/constructional flaw. It is understood that the aforementioned warranty (consisting of the obligation to repair or replace the products) is in lieu of any other guarantees or liability provided for by law, and therefore excludes any other responsibility in respect of the supplied products. The parties expressly agree that the Seller shall in no way be liable for further direct and/or consequential damage (e.g. compensation for damage, loss of earnings, recall of goods, etc.) and/or any prejudicial consequences for the Buyer and/or third parties, referable to alleged unsuitability of the goods for functions, uses and/or applications not expressly agreed. For the rights set forth in this clause to be applicable, the Buyer is required to verify, upon delivery, that the product sent is free from defects: such defects, where found, shall be reported directly to the Seller’s works in writing within 15 days of receipt of the injection system and/or relative components, where the same are visible or verifiable by putting the product into operation, or within 8 days of being discovered when such defects are concealed. Upon receiving said report, the Seller, at his discretion and if the defects are covered by the provisions of this clause, shall repair on site the defective goods or have the defective goods or the defective parts of goods returned for repair, or shall replace the defective goods or replace the defective parts so as to enable the Buyer to proceed with the necessary repair to be charged to the Seller. The sending of a report by the Buyer stating the defects will not, however, entitle the Buyer to put payment on hold and/or refuse payments owing to the Seller under the terms agreed. In any event, the Buyer may not of his own initiative return or dispatch the goods to the Seller without receiving a communication to this effect from the latter. All costs and expenses arising or incurred by the Seller as a result of an unauthorized return of the goods will be borne strictly by the Buyer. If, following a report of flaws by the Buyer, the Seller requests that the goods be returned to proceed with the necessary checks and, where required, replacement and/or repair, this will not amount to nor shall it be construed as recognition that any of the lamented flaws actually exist.

Should the Seller have the defective goods sent back to him in order to replace or repair the same, the Buyer, except where otherwise agreed, will bear the transport charges and risks. As for the returning of the goods or defective parts thereof, repaired or replaced, to the Buyer, the relative expense and risk will be borne by the Seller unless otherwise agreed.

The defective goods or parts thereof, replaced on the basis of this clause, will be put at the Seller’s disposal, if he should so request.

The Seller’s liability is strictly confined to defects that manifest themselves in conditions of use envisaged under the contract and when the goods are used properly. More specifically, the Seller will not be liable for defects deriving from normal wear and tear, from defective installation or maintenance or repair, nor will he be liable for defects deriving from changes made without the Seller’s written consent.

Without prejudice to the provisions set forth in this clause, the Seller accepts no other liability as from the delivery of the goods and also for defects the cause of which pre-dates said time.

The parties expressly agree that the Buyer shall make no claim for injury to persons or damage to property other than those covered by the contract, or for loss of earnings.

This warranty provides solely for the aforementioned service, to be rendered free of charge and the Buyer therefore waives any claims for price reduction, termination of contract or compensation for direct or consequential damage.

The warranty will no longer apply if the Buyer has carried out or has had carried out repairs or changes or work on the systems and/or relative components without the Seller’s prior authorization.

The sales staff is not authorized to grant or change the warranty on any product.

Any check of feasibility or analysis of results or simulations of system operation will not be binding or give rise to any liability on the part of the Seller in that the Buyer expressly acknowledges and accepts that they are preliminary checks run on computers with no guarantee as to system operation.

Should the Buyer request changes in the process of making or after delivery of the injection system, the Seller will implement such changes only where deemed technically feasible and charge the related expense to the Buyer.

Should the requested changes affect the reliability and/or functioning of the injection system, the Seller, before proceeding with the same changes, will advise the Buyer as to the potential consequences. Should the Buyer still require the changes, any effect in terms of reliability and/or functioning of the injection system will be borne by the Buyer himself, the Seller being exempt from any responsibility.

In any event, it is agreed between the parties that should Buyer and Seller agree on the selling of a product whose standards are lower than those guaranteed by the Seller, the product will be understood as sold on an “as is” basis, expressly excluding the warranties set forth in this article.

CLAUSE 10 ASSIGNMENT OF DEBT: Should the supplied goods be assigned by the Buyer to third parties, before the price has been paid in full to the Seller, the Buyer will assign to the Seller any right deriving from the aforementioned sale of the supplied goods, along with any ancillary rights and guarantees. If such goods are sold along with other goods for an overall price, the assignment will refer strictly to the proportional amount of the sales invoice for the supplied goods sold along with the other goods. In addition, the Buyer will assign to the Seller the right to the compensation that will accrue vis-à-vis third parties in favor of whom or on whose behalf it uses the supplied goods to produce goods or process commodities owned by the aforementioned third parties. The credits assigned pursuant to this clause are to be intended as assigned with recourse. The Buyer, until full payment is made, will be required to advise the Seller promptly of the assignment of the supplied goods to third parties.

CLAUSE 11 INSTRUCTION MANUAL AND INSTALLATION BOOKLET: Should the Seller deliver to the Buyer a manual with instructions concerning injection systems for thermoplastics and/or the components thereof and relative assembly, the Buyer undertakes to scrupulously follow all the instructions for assembly, use and maintenance of the injection system and/or relative components contained therein.

No compensation will be payable in respect of damage deriving from the instructions given in the aforementioned manuals.

CLAUSE 12 EXCLUSIVE TITLE AND INDUSTRIAL PROPERTY: All injection systems for thermoplastics and/or relative components referred to in these general conditions have been patented and the Seller has exclusive title and ownership of the intellectual property rights established thereon. The Buyer will be liable for any infringement of the same and will be answerable for compensation for any damage incurred by the Seller.

CLAUSE 13 FORCE MAJEURE: Either party will be authorized to suspend performance of its obligations under the contract when such performance is impeded by or rendered unreasonably onerous as a result of a *force majeure* event such as fires, wars (even when undeclared), general call-up, insurrections, seizures, restrictions in the use of power, transport disruption, strikes (also at the company), lock-outs, production standstills and defects or delays in deliveries by suppliers. Should the *force majeure* event be protracted for over 45 days, the party unable to perform may terminate the contract by written notice to the other party who will not be entitled to compensation for any damage incurred.

CLAUSE 14 TERMINATION CLAUSE: The buy/sell contract is understood as automatically terminated, subject to the Seller’s prior written notice, should the Buyer default on the agreed payment terms, due dates or amounts. Should this be the case, the Seller will be entitled to demand immediate return of the goods and compensation for damage incurred. Should the Seller decide to resort to the termination clause, the same will be entitled to withhold amounts already received as indemnity pursuant to section 1526 of the Italian Civil Code for an amount not exceeding 20% of the price and, in respect of the residual part, by way of down-payment for further losses.

CLAUSE 15 WITHDRAWAL: The parties mutually agree and acknowledge that the Seller may withdraw from the contract, including in respect of orders in the process of being dispatched, at any time and at his complete discretion on the basis of production, organizational and financial needs, subject to prior written notice to be sent by fax. The withdrawal will be effective as from the date of receipt, by the Buyer, of said notice.

CLAUSE 16 SEVERABILITY CLAUSE: In the event that any clause is declared partially invalid, this will not invalidate the entire clause and, should any single clause be declared invalid, this will not invalidate the entire contract.

CLAUSE 17 APPLICABLE LAW: These general conditions and the buy/sell contracts referring thereto shall be construed in accordance with the laws of Italy.

CLAUSE 18 - JURISDICTION: In the event of a dispute in any way relating to these general conditions of sale or the buy/sell contracts to which they refer, the parties agree that the sole place of jurisdiction is Italy and in particular on the Court of Treviso as the exclusive venue for any legal action. In addition, it is agreed that, notwithstanding anything to the contrary in the foregoing, the Seller, in any event, may resort to the court of the Buyer, as an alternative.

Date

Seller’s signature

Buyer’s signature

The Buyer expressly declares that he is familiar with and accepts all the clauses set forth in the General Conditions of Sale hereinbefore and specifically approves the following clauses: 7 (Payments); 8 (Time limits and terms of delivery, transport and passing of risk); 9 (Warranty and limitation of liability); 10 (Assignment of debt); 11 (Instruction manual and installation booklet); 14 (Termination clause); 15 (Withdrawal); 18 (Jurisdiction).

Buyer’s signature