



MORATTO
beyond energy

Definitions:

Day - month - year: are calculated respectively according to the calendar in force in Italy

Buyer: means the Buyer.

Home-Seller: means the company Moratto srl with registered office in Via Alessandro Volta, 2 31030 Pero di Breda di Piave (Treviso), Italy.

Contract: means the General Conditions.

Product: means products made at Moratto Srl.

Use and maintenance manual: means the manual for use and maintenance of the product.

Art. 1. Premise

1.1. These General Conditions apply to all orders (hereinafter referred to as "Orders" or, in the singular, "Order") and to all sales even if split, distributed or continued, made by the House to the Buyer, concerning the Products or the Seller's Services. In the event of a conflict, the Special Conditions indicated in the individual special orders prevail.

1.2. Each Order by the Purchaser, even in the case of simple execution of the Contract through concluding behaviors, implies acceptance of these General Conditions. Any general conditions established by the Buyer will not be applied, even partially, if the Seller has not expressly accepted them in writing.

1.3. Any modification or integration of these General Conditions must be agreed on in writing between the Parties.

1.4. The fact that one of the Parties refrains, even more than once, from demanding the punctual fulfillment of this Contract from the other party, does not imply any renunciation by the former of the full exercise of the rights arising from the Contract itself.

Art. 2. Offers - Orders - Order Confirmations

2.1. The economic and commercial conditions indicated in the Seller's offers are valid and effective only if accepted by the Buyer within the specified period.

2.1. The Order is to be considered valid and accepted by the Seller only if confirmed in writing by the latter by sending the Order Confirmation to the Buyer, together with these General Conditions.

2.2. Each Order is considered firm and irrevocable and can no longer be canceled from the moment it was confirmed by the Seller.

2.3. Any advances paid by the Buyer before the delivery of the Product will be deducted from the payment of the total price of the Product.

In the event that the Buyer does not comply with the obligation to withdraw the Product, within the terms and conditions set out in the General and Special Conditions, the payments already made will be retained by the Seller as a penalty, conserving in any case, the right of the Seller to the compensation of the possible greater damage.

Art. 3. Characteristics of the Products - User and maintenance manual - Technical modifications - Intellectual and industrial property rights

3.1. Any information regarding weight, dimensions, prices, returns or any other data concerning the characteristics and / or technical specifications of the Products contained in the technical data sheet, leaflets, price lists, catalogs, prospectuses are purely indicative and are to be considered binding, only if expressly referred to in these General Conditions. The plate performances provided by the Seller and / or the Vendor's vendor manufacturers provide tolerances in reference to the ISO-CEI-UNI standards.

3.2. Together with the Product, the Seller provides the Buyer with the relative Use and Maintenance Manual. User and maintenance manual are available at www.moratto.it. The Buyer acknowledges that all the drawings, documents, technical information, as well as the User and Maintenance Manual are the exclusive property of the Seller (also under the profile of industrial and intellectual property rights) and that these are supplied to the Buyer a secret and confidential way.

3.3. The Seller reserves the right to make to the Products, even during the execution of the Order or at Order already executed, any technical changes that, without altering the essential characteristics of the Product and at its sole discretion, should prove necessary or appropriate for a better use of these.

3.4. All drawings, documents, technical diagrams, manuals as well as all logos, trademarks, registered or unregistered, symbols, names and any other distinctive sign that can be used and reported by the Seller with regard to the Product - including those that in the future it should adopt - must be considered the exclusive property of the latter, also in terms of intellectual and industrial property rights. The drawings of special and / or specific products will be sent to the Buyer only after the latter has placed the purchase order

3.5. It is absolutely forbidden for the Buyer to reproduce or communicate to third parties, by any means, news or information that allows the reproduction or duplication of the Products.

Art. 4. Delivery

4.1. Unless otherwise agreed, the deliveries of the Products are considered FCA Moratto Srl. Other conditions on the return of the Products are regulated by the Incoterms 2010.

4.2. The price of packaging is borne by the Buyer, and hence not included in the price of the Product as established in the following art. 8), the Seller reserves the full freedom to determine the type of packaging according to the needs of the transport and will in any case be exempt from all responsibility with the successful delivery of goods properly packed to the carrier or forwarder. The packaging must be considered done properly when the carrier and / or the shipper have accepted delivery.

4.3. Considering that the delivery term is to be considered indicative and not mandatory for the Seller, if the latter foresees not being able to deliver the Products on the agreed delivery date, he must promptly notify the Buyer in writing, indicating, where possible, the expected delivery date.

In the case of delays not attributable to the Seller, the Buyer can not request, upon prior written notice of the Seller, compensation for the actual damage he has shown.

4.4. The Seller can not be held responsible for any delay due to reasons not attributable to the Seller or dependent on Force Majeure, as well as by strikes at the Seller's and / or its supplier's, and / or its carrier's premises, or descended from necessity to modify the Products referred to in art. 3.3) or from the conduct or omissions of the Buyer (for example, failure to communicate the necessary information for the supply of the Products). These cases justify an extension of the established delivery date or, if necessary, the partial execution of the Order or, if this is not possible, the withdrawal of the Seller.

4.5. In the event of delay in delivery attributable to the Buyer, the Seller reserves the right to charge the Buyer for any costs incurred as a result of this delay such as, but not limited to, storage costs.

Art. 5. Guarantee

5.1. The warranty offered by the Seller relates to the new products of the factory as accepted and purchased by the Buyer, and entails, at the sole discretion of the Seller and at the expense of the latter, the repair or replacement of the Products that prove to be defective, in the shortest possible time, and in any case within the agreed terms from time to time. It is however understood that for the purposes of this warranty defective products are considered only those affected by design, material, or construction defects attributable to the Seller. The Seller, in any case, reserves the right, at its sole discretion, to provide for the repair or replacement at its Pero di Breda di Piave (Treviso) - Italy factory.

Returns must be authorized by the Seller and in any case, in the case of authorization, the product must be returned intact, without any modifications and / or tampering.

5.2. This guarantee is granted for a period of one year (12 months) from the delivery of the Product starting from the date shown on the delivery document. Prior agreements between the Seller and the Buyer, higher durations may be granted and in any case not later than 24 months.

5.3. The Buyer, therefore, without prejudice to the case of willful misconduct or gross negligence, can not make claims for damages, price reduction or termination of the contract. Once the warranty has expired, no claim can be made against the Seller.

5.4. This warranty is excluded and therefore is not applicable in the following cases:

- if the Buyer has made changes or made repairs on the Products without the prior written consent of the Seller;
- if the Products are improperly used by the Buyer and / or put into use conditions other than those specified in the User and Maintenance Manual;
- if the defects or malfunctioning are caused by inexperience or negligence in the use of the Products by the Buyer, by overloading, by wear caused by prolonged use over time or by improper use of the Products;
- if the Product has not been the subject of maintenance and / or lubrication services to be carried out at the scheduled deadlines and contemplated in the Use and Maintenance Manual available on the website www.moratto.it;
- if the Buyer has not carried out the maintenance operations prescribed for the Product in the User and Maintenance Manual, or if he has used non-original spare parts, or made any repairs or modifications not authorized by the Seller;
- if the place of use of the Product is different from that agreed or must undergo variations (for example Products not suitable for dusty places, salt climates, presence of corrosive substances, high humidity, difficult environmental conditions - low temperatures (inf. 30 ° C) or high temperatures (above + 40 ° C).

5.5. It is understood that, by virtue of this warranty, the Seller will only be responsible for the costs of replacing and / or repairing the defective Products at the origin.

Therefore, if the Buyer requested the repair and / or replacement service under warranty at the place where the Product was installed, the travel, transport and travel expenses (including the expenses of authorized personnel) will be borne by the Buyer. If, then, it becomes necessary to hospitalize the product or the main parts of the same at the headquarters of the Seller, the costs and costs of this operation (in particular transport, etc ...) will be borne by the Buyer.

5.6. The Buyer is required to examine the Products upon delivery, communicating in writing to the Seller any differences in quantity or type, no later than the next 15 days from receipt. Any defects or malfunctioning of the Products will not give the Buyer the right to suspend or in any case delay the payments of the Products in dispute, nor, even less, of other supplies.

5.7. Any intervention under warranty and replacement of parts or components by the Seller does not entail the renewal of this warranty which will be considered valid only within the year from the original delivery of the Product from the date indicated in the transport document.

5.8 The warranty is in any case excluded in case of damage to the Products during transport, damages consequent to the use of spare parts, components and / or accessories not approved by the Seller.

Art. 6. Responsibility of the Seller

The Seller can not be held responsible for direct or indirect damage to people, animals or things if:

a.) the damages are caused by:

I) negligence, carelessness, improper and / or incorrect use by the Buyer and / or his auxiliaries or use of materials other than those indicated in the User and Maintenance Manual;

II) missing, or poor, or incorrect maintenance;

III) modifications or tampering with the Products supplied;

IV) failure to comply with the instructions contained in the user and maintenance manual;

V) use of non-original spare parts or failure to carry out repairs or modifications authorized by the Seller

VI) violations of accident prevention and safety regulations.

b.) the state of scientific and technical knowledge, at the time of delivery of the Product or of the original spare to the Buyer, did not yet allow the Product to be considered as defective;

c.) the Products have not been used by adequately informed and trained personnel;

d.) the damaged subject, even knowing the existence of the defect, has voluntarily ignored it thus exposing himself to a danger;

In the aforementioned cases, the Buyer also undertakes to relieve the Seller from any claim whatsoever made by third parties against the Seller.

Art. 7. Obsolete products.

7.1. Unless otherwise agreed between the Parties, the guarantee provided for in the previous art. 5) does not apply to obsolete or worn Products.

Art. 8. Prices - payment conditions - delayed payments - solvency of the Buyer

8.1. The prices of the Products are not inclusive of the costs of packaging, shipping, transport, assembly, installation (if any) and VAT and other related tax charges.

8.2. The Customer can not assert any default by the Seller if he is not in compliance with the payments. In any case, any default by the Seller does not allow the Buyer to suspend or delay payments, even in part.

8.3. In the event of delayed or non-payment of the price at the agreed deadlines, as well as if the Buyer's solvency guarantees are reduced or decreased, the Seller, at its sole discretion, will have the right, at any time, to suspend and / or to cancel the order in progress, as well as any further delivery and / or remaining orders, giving written notice to the Buyer.

8.4. Without prejudice to the provisions of the previous clause, in case of delayed or non-payment of the price at the agreed deadlines, a default interest equal to the rate of interest applied according to the Legislative Decree will automatically expire on the sums due, and without prior notice. October 2002 n. 231.

8.5. In case of missed and / or delayed payments, the Seller reserves the right to change the payment conditions in his favor for any orders to be followed by the Buyer.

Art. 9. Retention of ownership

It is agreed that the Products delivered remain the property of the Seller until the Seller has received the full payment of the price.

Art. 10. Assembly - installation - Authorizations.

10.1. Unless otherwise agreed, the assembly and installation of the Products are to be carried out at the expense and under the attentiveness and responsibility of the Buyer.

10.2. The Buyer undertakes to assume any taxes and charges related to the Product, as well as to comply with the authorization requests for the installation and use of the Products at the plants intended for use of the engine or of the windings, expressly exempting the seller.

Art.11. Privacy Personal data

Pursuant to and to the effects of the Law 31.12.1996 n.675 and subsequent amendments, the Parties declare to have reciprocally informed and to consent that the personal data collected will be processed in the Customer / Supplier file for civil and fiscal obligations and for managerial, statistical, commercial and marketing purposes.

The Parties holding the respective data expressly declare that they are aware of the reciprocal rights deriving from the application of Legislative Decree n. 196/2003 and subsequent amendments.

Art. 12. Regulatory compliance in force

The Seller guarantees the conformity of the Products with respect to the rules, regulations and laws in force in Italy at the time of the Order.

Art. 13. Dual-use

13.1. The Buyer declares to be aware of the existence of European Union legislation concerning the transfer of dual-use technologies and the fact that any provision of the competent Italian and / or European authority and / or of a Member State of the European Union may restrict or prohibit the export of the Products from Italy or another European State, and that in such event the Seller can not be held responsible in any way or for any reason.

Art. 14. Assignment of credit.

The Seller has the right to transfer his / her credit accrued to the Buyer to third parties without the prior consent of the Buyer.

Art. 15. Jurisdiction

For any dispute relating to or in any case connected with this Contract, the Court of Treviso is exclusively competent. However, by way of derogation from the above, the Seller may also promote the dispute at the Buyer's Court.