



## **GENERAL CONDITIONS OF SALE 2022**

### **EDITED ON NTT WEBSITE**

**[WWW.NTECNOTAU.COM](http://WWW.NTECNOTAU.COM)**

#### **Art. 1 OBJECT**

- 1.1. The present general condition of sales shall apply to all the sales made by NUOVA TECNO TAU having its seat in Italy, Via Senatore Germano Pietro Nr. 10 – 13043 Cigliano (VC) (hereinafter the “SELLER”) with any buyer of its products (hereinafter the “BUYER”).
- 1.2. The terms and conditions indicated in the present general conditions of sales (hereinafter “General Conditions”) integrate any order confirmation made by the SELLER (hereinafter the “Order Confirmation”) answering to any order made by the BUYER (hereinafter the “Order”).
- 1.3. In particular the technical specification of the machines/spare parts/services (hereinafter the “Products”) and the SELLER’s obligations for technical assistance, training and installation shall be indicated in each Order Confirmation.
- 1.4. The Order Confirmation shall be considered as accepted by the BUYER in written acceptance and at the latest when the advance payment by the BUYER is made.
- 1.5. Any modification to the technical specification (hereinafter the “Technical Specifications”) and/or to the terms and conditions indicated in the Order Confirmation and in the General Conditions must be agreed in writing by the Parties.
- 1.6. The BUYER shall follow in its operations concerning the installation, the start-up and the commissioning as well as the production processes, the instructions indicated by the NTT Technical Handbook which will be delivered together with the Products.



## **Art. 2 PRICE, PAYMENT AND DELIVERY**

- 2.1. The purchase price (hereinafter "Purchase Price") of the Products shall be the one indicated in the Order Confirmation.
- 2.2. The BUYER shall pay to the SELLER the Purchase Price following the terms and conditions indicated in the Order Confirmation.
- 2.3. The means of payment of each single sale shall be the one regulated in the Order Confirmation.
- 2.4. The Products shall remain the property of the SELLER until paid for in full by the BUYER.
- 2.5. The SELLER has the obligation to deliver the Products following the Incoterms ICC 2020 and the other terms and conditions indicated in the Order Confirmation.
- 2.6. The BUYER has the obligation to take delivery of the Products following the terms and conditions (Incoterms ICC 2020) indicated in each Order Confirmation. In particular the BUYER has the obligation to take delivery following the instructions of the SELLER putting at its own disposal all the skilled staff necessary in order to assembling starting up and commissioning works.
- 2.7. Any lack of the payment within the delay indicated in the Order Confirmation shall entitle the SELLER for all legal remedies and damages.
- 2.8. In each Order Confirmation shall be indicated a fix number of working days of the SELLER's skilled technicians in order to make the supervision of the start-up and commissioning of the Products. Any further technical assistance and/or technical intervention requested orally or in writing by the BUYER shall be invoiced in addition of the Machine Price agreed in each Order Confirmation. If not differently agreed, the Daily rate of the SELLER 'technicians shall be Euros 650,00 (for 10 Hours) plus lodging and travels.
- 2.9. Should Products not be delivered within the delivery time agreed in the Order Confirmation, the BUYER has the right to claim for damages after the expiration of 30 (thirty) days period following the agreed delivery time. Damages here above are due in the measure of 0.1% (zero dot one percent) of the purchase price, calculated per each week of delay, but cannot exceed the maximum percentage of 3% (three per cent) of the purchase price. The damages hereof are the only claim given to the BUYER in case of delay in the delivery attributable to the SELLER. No other claim is acceptable for the delay here above.



### **Art. 3 SELLER'S WARRANTIES**

- 3.1 The SELLER warrants that the Products will be free from defects in material and workmanship and will conform to the Technical Specifications described in the Order Confirmation, provided that the BUYER shall follow the SELLER's instructions indicated in the NTT Technical Handbook of the use of the Products.
- 3.2 The parameters indicated in the Order Confirmation and in the NTT Technical Handbook must be strictly monitored by the BUYER after the assembling and before the start up as well as during the commissioning and the production processes. In case the BUYER does not follow the SELLER's instructions and the process parameters indicated in the Order Confirmation and in the NTT Technical Handbook, it will be considered in breach of the Contract and the guarantee shall not apply.
- 3.3 The non-conformity concerns the differences between the Products and the Technical Specifications indicated in each Order Confirmation as well as in the parameters indicated in the NTT Technical Handbook.
- 3.4 The SELLER shall guarantee the Products for a period of 12 (twelve) months starting from the commissioning and in any case not more than 14 (fourteen) months starting from the shipment unless different regulation indicated in the Order Confirmation. The BUYER shall communicate in writing to the SELLER the defects within 8 (eight) days from the discovery of the defect. Any claim of non-conformity made by the BUYER shall indicate in writing the defective part or component of the Products, giving a specific picture and description of the malfunctioning.
- 3.5 The warranty covers all the electrical and mechanical parts having manufacturing defects (excluded wearing materials, such as: bearings, belts, electrical heaters, pulleys, drawing rings, idlers, etc). The stainless-steel parts assembled in the enamelling ovens are covered with 3 (three) years guarantee starting from shipment date, stated the NTT use conditions.
- 3.6 The SELLER shall not be responsible for scrap and/or production losses or any other damage occurred to the Buyer or to a third party during the start up or in the normal production of the machine.
- 3.7 The obligation of the SELLER under this warranty is limited to the replacement at SELLER's transportation cost of the defective parts of components. Any other claim or charge is excluded.



#### **Art. 4. CONFIDENTIALITY, SELLER'S TRADEMARKS, SOFTWARE AND INDUSTRIAL PROPERTY RIGHTS**

- 4.1 The SELLER and the BUYER agree that all trademarks and other SELLER's trademark, software, industrial models, industrial property right shall be used only for the purposes of using the Products in the related industrial processes.
- 4.2 The BUYER agreed that all SELLER's know-how and other confidential information concerning the Products shall be held secret by the BUYER and shall not be disclosed to third parties.

#### **Art. 5. FORCE MAJEURE**

- 5.1 The SELLER is not responsible for any failure to perform, including, without limitation, late delivery or failure to deliver, which failure to perform is caused by occurrences beyond said Party's reasonable control "Force Majeure Event", including, but not limited to late delivery or not delivery of materials by suppliers, suspension of or difficulties in transportation, strikes, lock-down, pandemics, labour disputes of any kind, fires, accidents, earthquakes and other natural events, riots, war (whether declared or undeclared), uprisings, delay of carriers, government seizures, embargos.

#### **Art. 6. ENTIRE AGREEMENT**

- 6.1 The Annexes to the Order Confirmation A (*Technical Specifications and Machine Configuration*), the Annex B (*Final scope of supply, Delivery and payment terms*) and the Annex C (*Installation and Commissioning*) shall be binding for the BUYER. The rules indicated in the present NTT General Conditions of Sale 2022 are edited on the NTT website ([www.ntecnotau.com](http://www.ntecnotau.com)) and shall apply to each sale of the Products if and when not differently agreed in each Order Confirmation.

#### **Art. 7. ARBITRATION**

- 7.1 Any dispute arising out of or related to the present contract shall be settled by arbitration under the rules of the International Chamber of Commerce (the Rules), by a sole arbitrator, appointed in accordance with the Rules. Place of arbitration shall be Lugano, Switzerland. Language Arbitration shall be English. The Italian law shall apply to the present Contract.