



## GENERAL CLAUSES OF SALE

### **1. General Clauses.**

The clauses and the conditions stated hereafter (General Clauses of Sale) regulate and are an integral part of the contract drawn on between ORIC ITALIANA s.r.l. and its customers ("buyers") for the supply of the products of ORIC ITALIANA s.r.l. (hereafter called products) and as such they are applied to all the contracts drawn on between ORIC ITALIANA s.r.l. and the buyers as they are meant as approved "per relationem" i.e. as a mere reference to the contractual documents (offer and order confirmations) except for the clauses mentioned in numbers 3, 4, 5, 6, 8, 9, 14 and 15. For them it is provided in the separated and the specific written approval that is below the paper copy of the general clauses to be returned to ORIC ITALIANA s.r.l. and countersigned for acceptance. Different conditions or clauses will be applicable only if they are confirmed in writing by ORIC ITALIANA s.r.l. (as it is better specified in clause 16, letter d)

### **2. Offers and Orders**

- a) The ORIC ITALIANA s.r.l. offers are not a contract proposal (ex art. 1326 c.c.) and in any case they are not binding for the same but they are merely an indication about its availability to supply its different products at the prices which are current when the offer will be sent. So they are subject to possible subsequent modifications by ORIC ITALIANA s.r.l. with reference to the quantities, prices and delivery clauses.
- b) Provided that what has been established in clause 9 is still valid, all the buyer's orders and the possible following modifications must be expressed in writing either by telephone or by mail or p.e.c.. And in any case they will not be accepted till they have not been confirmed in writing by ORIC ITALIANA s.r.l..

- c) ORIC ITALIANA s.r.l. reserves the right to receive both telephone and oral orders which in any case have to be confirmed by the Buyer in writing within the following 24 hours.

### **3. Prices and payment clauses.**

- a) The prices of the products do not include VAT which will have to be paid either on the product delivery or according the particular instructions mentioned in the invoice.
- b) The taxation, the duties and all the costs/charges for possible laboratory costs, the forwarding and goods packaging, for the insurance and for the post sale service are not included in the prices except they have not been quoted and separately quantified and precisely stated in the single offers.
- c) In addition to what just established in this General Conditions of sale, in case of missing or postponed payment both complete and/or in part of the due amount by the Buyer, ORIC ITALIANA s.r.l. will charge the buyer the respite interests ex D. Lgs. n. 231/2002 starting from the date from which the payment has been matured, in addition to all the expenses for the recovery of the credit, according to Law Decree n. 231/2002.
- d) ORIC ITALIANA s.r.l. reserves the right to stop deliveries if the Buyer does not effect even only one payment, either a total or an individual one at the established due date and if he is defaulting concerning any other obligation towards ORIC ITALIANA s.r.l. In case of deferred payments, the not payment even of a single bill will bring for the buyer the decadence of the benefit of the clause ex art. 1186 c.c. and ORIC ITALIANA s.r.l. will require the immediate payment of the balance of the following expiries.

### **4. Stated resolution clause**

- a) The payment of the price and/or of whatever still due can't be either suspended or delayed either by claims or by exceptions by the Buyer, whatever right he may have under pain of the cancellation of the contract.
- b) Then at the conclusion of the contract if the Buyer becomes either insolvent or has reduced the guarantees he had given or has not given the guarantees he had promised and also if the economic conditions of the buyer change following the protest of bills and/or compulsory sales on his property or in case of both no payments or delayed ones by the Buyer, with immediate effect, ORIC ITALIANA s.r.l. reserves the right to solve the contract by registered letter A/R telling the Buyer the loss of the benefit of the possible clause (ex art. 1186 c.c.) and asking the buyer for the prompt cash payment of the due and of the invoices going to be due.

## **5. Delivery clauses**

- a) Except for a different written agreement, the delivery clauses provided by ORIC ITALIANA s.r.l. are merely approximate and not fundamental and so the same will not be considered responsible for damages or for any other penalty for a delayed delivery.
- b) ORIC ITALIANA s.r.l. reserves the right to effect partial deliveries with consequent issuing of invoices to be payed according to the clauses agreed in the order confirmation.
- c) The Buyers expressly exonerate ORIC ITALIANA s.r.l. from any responsibility for direct or consequential damages which may come to them from either delayed or not delivery coming from force majeure or from other unpredictable events which can't be imputable to ORIC ITALIANA s.r.l. including, without any limitation, strikes, lock-outs, provision of the public authority subsequent blocks of the possibilities both exportation and importation which release ORIC ITALIANA s.r.l. from the obligation to respect any delivery clause agreed. You cannot consider ORIC ITALIANA s.r.l. responsible for delayed and/or not delivery due to acts or omissions by the Buyer (for example missed communication of the necessary indications for the supply of the goods)
- d) ORIC ITALIANA s.r.l. is not bound to accept returned products if not expressly agreed upon in writing. Any cost paid to this end must be charged to the Buyer.

## **6. Inspection – Product acceptance – Complaints**

- a) On the delivery of the products the Buyer will immediately have:
  - i. To check the quantity and the packaging of the products and make clear any defects in writing on the delivery note
  - ii. To control and verify if the products correspond to the ones specified in the order confirmation. He will have to specify in writing any objections concerning the difference.
- b) if there is a complaint about any faults different from those specified in letter a) sub i) and ii) and which couldn't be discovered at the time of the delivery, the Buyer will have to comply with the clauses as follows:
  - i) The complaint will have to be filed within eight days from the collection of goods
  - ii) The detailed complaint will have to be filed in writing to ORIC ITALIANA s.r.l. within the above mentioned set time. Any phone communication will not be

accepted

- iii) The complaint will have to clearly and fully specify the typology and the seriousness of the declared faults
- iv) The Buyer will have to keep available the mentioned products for the necessary inspection which will be made either by ORIC ITALIANA s.r.l. or by an expert appointed by ORIC ITALIANA s.r.l.
- c) Any objection concerning the quantity, the quality, the typology and the packing of the products must be notified by the Buyer by a written communication added to the delivery note in accordance to the above mentioned procedure.
- d) The products that the Buyer has not contested according to the procedure and clause above mentioned will be considered by law and contract as approved and accepted by the Buyer.
- e) It is understood that possible complaints or disputes will not give the Buyer the right either to stop and/or to delay the payments of the products which are object of controversy, or of other supplies.

## **7. Guarantee clauses**

- a) ORIC ITALIAN s.r.l. guarantees that its products are without defects and complies with the technical specifications declared by ORIC ITALIANA s.r.l.
- b) The guarantee is only for the products used indoor and for the application which are consistent and compatible with the specifications stated by ORIC ITALIANA s.r.l.. Any improper use is forbidden.
- c) The guarantee will be not valid if the defect and/or the fault will be done to either not correct or not suitable application to the products. The possible modification or replacement of parts of the products which are not authorized by ORIC ITALIANA s.r.l. free the manufacturer from any both civil and criminal responsibility and in any case they make the guarantee cancelled.
- d) The guarantee does not cover the parts which are subject to wear.

## **8. Limitation of responsibility**

- a) Except for events of a justifiable objection raised according to the clauses and the conditions established in clause 6) the Buyer will not be entitled to have either any indemnity or compensation. In particular ORIC ITALIANA s.r.l. will not be obliged to pay any indemnity or compensation to the Buyer for breach and/or violation of the agreement for any not motivated damage or loss of gain the Buyer may have

following to the use, not use or because of the installation of the ORIC products in other products, except which are not the products covered by the guarantee mentioned in clause 6) or in case both of fraud or of gross negligence by ORIC ITALIANA s.r.l.

- b) ORIC ITALIANA s.r.l. will do its best in order to deliver the products within the agreed upon clauses but in any case it will not be obliged to pay compensation for damages directly or not directly caused both by the delayed performance of a contract and by the delayed delivery of the products
- c) With the delivery of the goods to the courier charged with the transport and the delivery to the Buyer ORIC ITALIANA s.r.l. has no longer the responsibility and the products travel at the Buyer's risk according to the art. 1510 2° comma c.c.
- d) The catalogue, the price lists and all the promotional material of ORIC ITALIANA s.r.l. are merely approximated of the typology of the products and the prices, the information herewith are not bounding to ORIC ITALIANA s.r.l. which does not undertake any responsibility for mistakes or omissions which may be found in its price lists and its promotional material

#### **9. Withdrawal and Penalties**

- a) Both the request for the annulment of the orders by the Buyer and any other request of modification of the orders previously passed (ex. Reduction of quantity etc.) as well as of a possible planning will not be accepted by ORIC ITALIANA s.r.l. if not previously authorized in writing by the same ORIC ITALIANA s.r.l. In any case at the Buyer's expense it's established the obligation of a written request letter, telefax or e-mail with a 30 day notice starting from the expiry dates.
- b) For any order that ORIC ITALIANA s.r.l. has already confirmed and that the Buyer has cancelled, ORIC ITALIANA s.r.l. will debit the 20% of the total amount of the order to the Buyer (exclusive of VAT)
- c) Considering what specified in clause 9.a) and 9.b) it's clearly understood that the orders relevant to already produced goods, special or custom made molds, which have a greater value and/or specified by ORIC ITALIANA s.r.l. as out of standard, since now they must be considered not cancellable. The Buyer will be subject to the penalty to pay the whole price which has been agreed upon without VAT.

#### **10. All property rights reserved**

- a) The products will be of absolute ownership of ORIC ITALIANA s.r.l. until the day of the full payment of the price of the product by the Buyer and of the amounts due to ORIC ITALIANA s.r.l.. Till then the Buyer will have to keep the products by ORIC as

a trustee holder of ORIC ITALIANA s.r.l. trying to keep them at its own expenses properly stored, protected and insured.

- b) Except for a different written agreement ORIC ITALIANA s.r.l. will remain the owner of the moulds either manufactured or ordered by the customer. Except for the right of the same to ask the Buyer for a refund of expenses and/or a contribution for the cost of the carrying out of the same without granting the Buyer any right either of property of use concerning the goods.

## **11. Intellectual Property**

- a) The Buyer expressly acknowledge that the trade marks, brand names and other distinguishing marks put on the goods are of whole property of ORIC ITALIANA s.r.l.. It's forbidden to change, to modify, to take away or to cancel them. For reselling the goods to the public the Buyer will have the limited right of using the trade marks, the brand names and the other particular distinguishing marks and of any other right of either concerning or productive and trading know-how having as object the ORIC products which will remain the whole property of ORIC ITALIANA s.r.l.. Any different use of ORIC ITALIANA s.r.l. intellectual property by the Buyer if not expressly permitted by ORIC ITALIANA s.r.l. in writing will be a violation by the Buyer of the above mentioned sale right of ORIC ITALIANA s.r.l. also concerning the contractual responsibility and as such it will be prosecuted exposing the Buyer to the action for damages too.
- b) All the documents, drawings, information either on paper or on electronic devices if delivered to the Buyer, will be considered as the whole property of ORIC ITALIANA s.r.l. as they are exclusively a data medium supplied by ORIC to the Buyer for a better use of the product as they reveal the performance of the same product. So the Buyer will be obliged both not to reproduce them and not disclose them to third parties and he will have to keep every caution in order to assure the protection by its own staff too.

## **12. Privacy**

- a) Each part binds itself not to reveal, to use and to spread either directly or not directly by all means, to third parties and/or institutions and/or corporations the reserved information each part have known while doing the agreement that exists between ORIC ITALIANA s.r.l. and the Buyer.

## **13. Personal Data Processing**

The personal data will be processed according to the Italian law concerning the

processing of personal data (legislative decree 196/2003) ORIC ITALIANA s.r.l. informs the Buyer that ORIC ITALIANA s.r.l. is the holder of the data processing and that the Buyer's personal data are processed exclusively for the performance of this agreement as for the Legislative Decree 196/2003 the Buyer has the right to ask ORIC ITALIANA s.r.l. for the updating, the amendment, the cancellation and the transformation of its data in an anonymous way.

#### **14. Enforceable Law**

Any agreement entered into by ORIC ITALIANA s.r.l. with the Buyers even if they have a nationality different from the Italian one will be exclusively controlled by the Italian Law and by these general clauses of sale which regulate its conclusion, its performance and its expiry and according to them it will be interpreted in order to settle the disputes which may come from the same.

#### **15. Jurisdiction and Place of Jurisdiction**

Any disputes arisen between the parties about the interpretation, the validity and the performance both of these sale general clauses or the contracts drawn between ORIC ITALIANA s.r.l. and the Buyer will be ruled by the Italian Law and it will be subjected exclusively to the Court of Piacenza.

#### **16. Final Provisions**

- a) Either the total invalidity or the partial invalidity of a single provision of the general clauses of sale does not nullify the validity of the remaining provisions.
- b) These general clauses of sale are written in Italian and in English language. The part written in Italian is the sole test considered as the original test. So in case of interpretative doubts the Italian test will prevail.
- c) These general clauses of sale will be valid for all the contracts concluded between ORIC ITALIANA s.r.l. and the Buyer. It's not necessary to agree their validity and effect between the parties again, as the Buyer has read, understood and accepted these conditions in detail and in every part.
- d) Any derogation and/or supplementary agreement of the test of the general conditions of sale will not have validity if not in writing and specifically approved in writing by both the parties.

The acknowledgement and acceptance of the general conditions of sale of ORIC ITALIANA s.r.l. and published on the website [www.oric.it](http://www.oric.it), are an integral part of this contract.

---

Signature

For acknowledgement and detailed approval ex art. 1341 and 1342 c.c. of the contractual clauses and of the General Clauses of sale published at [www.oric.it](http://www.oric.it):

Clause n. 3) ("Prices and payment clauses) letter d) ( right of suspension of the performance of the contract)

Clause n. 4) (Stated Resolution Clause )

Clause n. 5) (Delivery clauses) letter a) c) d) (responsibility restrictions)

Clause n. 6) (Inspection - Product acceptance – Complaints)

Clause n. 8) (Limitation of responsibility)

Clause n. 9) (Withdrawal and Penalties)

Clause n. 14) (Enforceable Law)

Clause n. 15) (Jurisdiction and Place of Jurisdiction)

---

Signature