



## GENERAL CONDITIONS OF SALE

<p><b>1. Field of application</b> These general conditions of sale apply to sales of products handled by AFV. The following general conditions of sale, together with the special conditions set out in the order confirmation sent by AFV to the Customer, regulate the sale Contract between AFV and the Customer. The provisions added to the Order confirmation prevail over these general conditions whenever they are incompatible with each other.</p> <p><b>2. Completion of the order</b> The order will be taken to have been completed when the order confirmation signed by the Customer is returned to AFV or, unless otherwise indicated, once five days have elapsed from receipt of the order confirmation by the Customer.</p> <p><b>3. Title to goods</b> Title to the goods will pass to the Customer as soon as they are set apart when ready for shipment, regardless of the delivery methods agreed.</p> <p><b>4. Delivery and collection of material</b> The materials are prepared for delivery on wagons or trucks. Any costs incurred in positioning the materials on means of transport differing from the standard means will be charged to the Customer. Once a period of 10 days has elapsed from the date on which notification was given that the material was ready for shipment, during which time the Customer has not arranged for the goods to be collected, AFV reserves the right to charge the Customer with all the storage, custody and insurance costs, the cost of labour for the handling of the goods, interest payable, etc. and to issue an invoice subject to the prices and conditions in force from the date of the order in question.</p> <p><b>5. Weight tolerances and measurements</b> A weight tolerance is permitted on the total quantity of finished products (laminates) consigned of 3 % above or below the total quantity of goods recorded by the Customer during weighing. A weight tolerance is permitted on the total quantity of finished products (laminates) consigned of 10% above or below the total quantity of goods ordered. A weight tolerance is permitted on the total quantity of semi-finished products (billets) consigned of 5% above or below the total quantity of goods ordered. Nominal measurements are approximate and are subject to the use tolerances.</p> <p><b>6. Payment conditions</b> Payments must be made by the agreed date indicated in the invoice, adopting the methods indicated. Under no circumstances may the customer delay or extend the period for payment. The Customer's debt cannot be set off against amounts owed by it from AFV. Whenever, in the Seller's opinion, the financial conditions of the buyer have altered in such a way as to risk the settlement of invoices, the Seller will be entitled to suspend the performance of the supply agreement.</p> <p><b>7. Delayed payments</b> In the event of delayed payment, AFV will be entitled to charge the Customer, with full rights and without the need to declare it in default, interest at the current official discount rate plus three points. Failure on the part of the Customer to comply with the payment conditions will also entitle AFV to suspend supplies underway, or to demand that they be paid for in advance.</p> <p><b>8. Inspection</b> Prior to shipment, the material undergoes the checks and controls provided for in the conditions set out in the order confirmation. Requests for different inspections must be specified when the order is placed; these will be carried out entirely at the premises of AFV prior to shipment: the related costs, as well as the inspectors' fees, will be charged totally to the Customer. If the material passes the inspection, it will be considered to have been definitively accepted.</p> <p><b>9. Warranties</b> AFV warrants that the material conforms to the requisites and characteristics indicated in the conditions and specifications set out in the order confirmation. AFV does not accept any liability for the applications or in any event the treatments to which the material supplied is subjected at the Customer's premises, or anyone warranting on its behalf the adequacy of the product for specific uses.</p>	<p><b>10. Complaints</b> Any complaints of defects in the goods must be made in writing within a maximum period of 15 days from receipt of the goods. If the complaint is made in time and proves to be founded, AFV undertakes exclusively to replace the goods recognised as being defective, which must be carried out in the same place at which the original consignment was made. The Customer will not be entitled to demand that the contract be terminated, that payment of the invoice covering the contested material be suspended or to demand damages, indemnities, compensation or the reimbursement of expenses for works already carried out on the defective materials.</p> <p><b>11. Termination of agreement</b> AFV will be entitled to withdraw, either wholly or partially, from the contract of sale definitively terminated, or from any being terminated as a result of incidents of force majeure and/or the following conditions :</p> <ul style="list-style-type: none"><li>- industrial strikes at the loading port, after notification has been given that the goods are ready, that last more than 10 consecutive days over one month;</li><li>- industrial strikes by railway or transport workers, again once notification has been given that the goods are ready, that last more than 10 working days over one month.</li></ul> <p>The buyer will not be entitled, in any case of withdrawal, to damages, indemnities, compensation or the reimbursement of expenses.</p> <p><b>12. Force majeure</b> Incidents of force majeure will be taken to have arisen if any one of the following events occurs: war (whether or not declared), civil revolts, explosion, industrial strike, catastrophe, flooding, fire, earthquake, action by public enemies or by the government, epidemics, quarantine, embargos that prevent the regular execution of the contract.</p> <p><b>13. Alterations in the buyer's financial conditions</b> In the event that the buyer's financial conditions change in the manner envisaged in art. 1461 of the Italian Civil Code, AFV reserves the right to suspend the consignment, to demand payment in advance or to demand that the buyer provide adequate guarantees.</p> <p><b>14. Confidentiality and advertising</b> The Buyer must treat as confidential and must not disclose to third parties, either in whole or in part, the technical information and documentation received from AFV relating to the characteristics of the materials covered by the purchase order. The Buyer must not disclose for advertising purposes information relating to the supply covered by the order unless expressly authorized to do so in writing by AFV.</p> <p><b>15. Taxes and duties</b> All taxes and duties, whether current or future, applying in the buyer's country will be payable by the said buyer.</p> <p><b>16. Amendments</b> No amendment or addition to or departure from the general or special conditions of sale can be made unless they are accepted by us in writing.</p> <p><b>17. Applicable law</b> The contract of sale is regulated by Italian law. As regards any matter not envisaged in these general conditions of sale, Italian law will apply.</p> <p><b>18. Jurisdiction</b> Any dispute relating to the existence, execution or interpretation of this contract will be referred to the exclusive jurisdiction of the Court of Vicenza, applying Italian law.</p>
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