



1. General Clause

These General Sale Conditions apply to and form an integral part of all quotations, offers and other agreements, signed either in Italy or abroad, between any Buyer and Aurel S.p.a., unless explicitly agreed otherwise in writing between Aurel and Buyer.

These General Sale Conditions or any other particular condition set by Aurel, are accepted by the Buyer, and any terms and conditions set by the Buyer (including its General Sale/Purchase Conditions) either before or after issuance of any document by Aurel are explicitly rejected and disregarded by Aurel, and any such document shall be wholly inapplicable to any sale made by Aurel unless explicitly agreed otherwise in writing.

2. Prices

Unless otherwise contractually agreed, prices are those listed in Aurel's price-list; however, they can be modified by Aurel without any advance notice.

The price of customised products or products not written in Aurel's Products price list will be fixed by Aurel from time to time.

Orders, albeit confirmed, will be accepted unless prospective price increase due to suppliers or to circumstances not depending on Aurel. In this event Aurel has the faculty to change its sale prices proportionally to the increase undergone.

In case the price will increase more than 5% between the order confirmation date and the delivery date, the Buyer has the faculty to early terminate the agreement giving a written notice within 5 days.

If the price raise between the offer and the delivery date of the Products is due to a delay depending on the Buyer, the latter will pay the increased price.

All mentioned prices are "ex works" (INCOTERMS 2000), excluding packaging, shipping, VAT, taxes and duties.

3. Distributors and Agents

Distributors and Agents cannot bind Aurel in any agreement with Third Party. Their offers must be previously approved by Aurel; the latter has the faculty not to fulfil orders until they have been confirmed or Aurel has given execution under the following point 4.

4. Conclusion of the contract, conveyance and product withdrawal

The contract is concluded with the confirmation of the order sent by the Buyer or with the execution.

All contracts are signed at Aurel's registered office in Modigliana (FC), Italy.

Unless otherwise agreed in writing, each order of the latter shall be dealt with an EX-WORKS delivery (Incoterms 2000 and subsequent additions) at the Manufacturer's factory address in Modigliana (FC), Italy; shipment costs will be charged to the Buyer in the invoice. Insurance coverage on products will be for the total value, in name and with complete risk of the Buyer, even when on Aurel's charge.

Aurel is never responsible for products losses or damages since the latter has given the products to the carrier at its own factory.

In case the Buyer decide to withdraw personally the products from Aurel factory, he must do it within 5 days since he comes to know of products availability. After that term, Aurel shall sell the products, except customised products.

The Buyer acknowledges and admits that Aurel's account books are conclusive evidence of acknowledgement of debt and the rebuttal evidence is on his charge.

5. Supply limit

The minimum amount for each individual supply is € 250 (net amount, tax not included).

6. Delivery terms

Delivery terms are those specified in Aurel order confirmation unless force majeure cases; in any event the Buyer shall not consider those terms essential.

Each order or delivery is independent from other orders or deliveries.

Aurel has the faculty to execute orders also through partial deliveries. In case the Buyer refuses a partial delivery, the latter has to notice it previously in writing.

In case the Buyer wants to early terminate the contract because of a delivery delay, he shall send Aurel a 15 days notice in order to execute the owed order or the partial order.

The contract will come to an early termination if Aurel will not provide the delivery in the assigned new term.

Unless the Buyer has previously noticed, as stated in subsection 6.2, that he accepts only the complete execution of the order, he cannot refuse or delay payment of delivered products, albeit as a order partial execution.

7. Claims

Claims about defectiveness of delivered products shall be noticed to Aurel in writing within 10 days from delivery date. In default of such communication products are intended adequate and accepted.

The Buyer cannot raise any exception in order to avoid or to delay his due performance unless after the integral payment of the price and, however, never in a debt recovery trial.

No claim can ever justify a delay or a missing payment.

In case of breach of contract or discharge by breach because of Buyer's fault, Aurel will receive a forfait compensation equal to 10% of total sale price, with the exception of the compensation of further damages.

8. Returned goods

Any returned goods shall only be accepted if previously authorized by Aurel. In any case shall always be carriage-paid. The RMA number, communicated by Quality manager, must be indicated in the delivery note and marked on the packing.

Goods restitution shall be requested in writing, indicating the reason, invoices number and DDT reference. The restitution must be expressly authorized.

9. Payments

All the amounts indicated in invoices are to be considered after taxes and without any discount. Payment terms are those indicated on the invoices sent to the Buyer.

In any case agreed payment terms are not respected, Aurel, has the faculty to modify deliveries payment offers and the related future orders under its own ISO procedure.

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The Buyer may accede to a credit line for postponed payments only if the analysis made by Credit Dept. will be successful. Aurel has the faculty to ask for documents necessary to the access to the credit line.

Aurel will decide the amount of the credit line and the payment terms.

The missing, omitted, delayed or partial payment at the date indicated in the invoice or in the debit note, every request of payment deferment or every other event causing a breach of contract, will cause the expiration of agreed payment terms, making Aurel's credit immediately collectible. In such case Aurel has the faculty to interrupt all the future deliveries.

Aurel has the faculty, in case of missing payment within the agreed terms, even of only one invoice, to revoke or decrease the credit line above.

Moreover, in case of missing or delayed payment, Aurel has the faculty to ask in writing for an early termination of the contract and the related damages in charge of the Buyer.

Every order or delivery is independent from the others. In case of litigation between Aurel and the Buyer cannot justify any disruption of invoice payment.

Unless the case stated under section 6.2, Aurel has the faculty to issue partial invoices based on delivered products. Unless otherwise agreed in writing, the missing or the partial payment within the agreed term will cause the application of delay interests of B.C.E. rate increased of 5% plus bank expenses.

Under the circumstances stated in art. 1186 of Italian Civil Code or in case of events that change negatively Buyer's economic or financial situation thereby to endanger Aurel's debt recovery chances, the latter has the faculty to act immediately for the recovery of its debt without any previous notice.

Claims about invoices shall be noticed in writing within 10 days from the date of receipt. Otherwise invoices are considered accepted without reserve.

10. Warranty

The warranty is valid 12 months from delivery.

During this period Aurel will repair or replace the goods recognised in our unquestionable opinion as having manufacturing defects, rejecting any responsibility of direct or indirect damages. All products to be repaired must be returned carriage-paid to Aurel.

The guarantee is invalidated if the product shows signs of tampering.

11. Orders

Every order sent or fulfilled implies total acceptance of all the above mentioned conditions.

For what concerns the sales of Custom products, that is to say produced specifically for the Buyer who has the project responsibility, the Buyer commits himself, in case of suspension of the ordered supplies, to buy all the materials expressly purchased for his order.

12. Software

Buyers who buy products with software inside cannot copy, modify, recompile, use it improperly or for purposes different from those stated for the normal use of the product. If necessary the Buyer must ask for Aurel support. If Third Party's software is embedded in Aurel's software, the latter can guarantee only for its licences. If other Third Party's licenses are needed, the Buyer will provide for those.

13. Know how and Confidentiality

The Buyer knows that each document supplied with products may contain Know-how or confidential information such as, but not only, assembly, use, function, possibility or product potential information.

Those confidential information and know-how belong exclusively to Aurel and are at Buyer disposal confidentially.

The Buyer shall undertake to use those information with the only aim to use the products and not to disclose them to Third Party unless authorized by Aurel in writing.

The Buyer is responsible for the improper use of those confidential information by his employees, agents and representative. Any use or disclosure of the above information is a violation of Aurel's industrial secrets.

Besides Aurel undertakes not to disclose or use any know-how or confidential information used for customised products made on Buyer's project.

14. Registered Trademark

The Buyer takes note that trademarks and all other distinctive signs, name, commercial name or word used by Aurel for marketing or retail reason, are Aurel exclusive property. The Buyer cannot register or let Third Party register those signs and names.

15. Intellectual Property

Unless otherwise agreed in writing, the sale and the purchase of the products will not entitle the Buyer of any right, faculty or interest or license for trademarks, even not registered, or any other intellectual property right owned by Aurel.

Aurel did not breach and will not breach wittingly and voluntarily models, patents, trademarks or any other intellectual property right belonging to Third Party.

Unless being proven of a conscious breach of Third Party intellectual property rights, Aurel will not be responsible for any injury, loss, damage or any other expense of any nature, direct or indirect, the Buyer shall suffer for Aurel's breach of rights stated above.

In case of customised products on Buyer's project, the latter will restore losses, damages, costs and expenses suffered by Aurel in consequence of transactions or judicial sentences caused by breaches of trademarks, patents, models and intellectual property rights.

In case Aurel is sued for any intellectual property right breach concerning supplied products, Aurel shall terminate the contract and to supply new products at its own unchallengeable discretion and without any notice. In this case Aurel will not incur in any responsibility for losses, damages or expenses suffered by the Buyer. Under these circumstances Aurel will pay back the buyer of all the amount of money given in advance for not delivered products.

16. Privacy policy

Under what stated in art. 13 of D.Lgs. 196/03, the Buyer accept the information treatment of personal data communicated during the pre-contractual and following steps and admit to know his rights stated in art. 7 of D.Lgs. 196/03.

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17. Jurisdiction and applicable law

The competent law courts of Forlì shall have exclusive jurisdiction in any action arising out of or in connection with this contract.

Every contract is governed by the laws of Italy.

Stamp and signature

Under articles 1341 and 1342 of Italian civil code, these sections are specifically approved:

1. Form of waiver of conditions and Buyer purchasing conditions; 2. Prices increase; 4. Risks on transportation, withdrawal of products, evidential value of Aurel's account books; 6. Refusal of partial deliveries, repudiation of contract; 7. Written claims, solve et repete clause, penal clause; 9. Payments and capital interests; 11. Orders and materials; 13. Know how and confidential information; 14. Trademarks; 15. Intellectual property; 16. Privacy policy; 17. Jurisdiction.

Stamp and signature

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