

Conditions of Sale

- 1. Introduction** - These conditions shall form an integral part of all offers and agreements for the sale of goods produced by Satinox Tubi Inox S.p.A. (in short called Satinox). Any condition put forward by the Buyer in its order will only have effect if accepted by Satinox in writing.
- 2. Offer and acceptance** - An offer from Satinox is valid for a period of 14 days from the date of issue, unless otherwise expressly stated in the offer. Satinox will confirm the agreement by an order acknowledgement and an agreement will only come into being upon issue of such acknowledgement.
- 3. Specifications** - The goods shall meet the specifications agreed. If no specifications are agreed, the goods shall meet the DIN 17455 with tolerances according EN ISO 1127 class D3/T3.
- 4. Delivery** - If no delivery term is agreed Ex Works (EXW) shall apply. Unless otherwise expressly agreed, orders inserted with transport costs at Satinox expense, will be delivered only by reaching a minimum total quantity of 5.000 kg. The agreed time of delivery shall be considered approximate and that means the date on which the goods are anticipated to be ready for dispatch from Satinox. Satinox is entitled to divide and deliver the goods in different lots. If no delivery time is agreed, delivery shall be made according to Satinox's capacity planning. Satinox shall not be liable for any direct or indirect damage or consequences attributable to a delayed delivery. Delivery terms shall be interpreted according to Incoterms 2000 (with the exception of first paragraph of this section). The quantity to be supplied can be adjusted by Satinox to deviate up to 10% (+/-) from the agreed quantity of the total order for each item. Except otherwise expressly stated, Satinox is entitled to deliver short lengths till 3% of the total quantity of each delivered item.
Shouldn't the Customer collect or authorize the dispatch of the goods upon receiving the announcement of "Ready for Dispatch" the terms of payment will be considered running from the date of the above announcement.
- 5. Defective goods** - The goods shall only be considered as defective if they do not meet the specifications agreed expressly for the particular delivery, or those indicated in section 3 in case of no specifications expressed. In the event of any defect detected at the arrival the Buyer shall put a remark on the transport document (CMR) and give notice to Satinox in writing within one week of the goods arriving at their final destination. For defects that could not reasonably have been detected upon arrival of the goods at their final destination, the Buyer shall notify Satinox in writing within two weeks of the date the Buyer noticed the defect. However, notification made more than two years after the date of delivery will not have any legal effect and Satinox is not obliged to perform any remedy or pay any compensation. In case of any documented and accepted claim Satinox is entitled to settle that both by recovering the goods or by issuing a credit note for the corresponding value of the defective products.
- 6. Force majeure** - Satinox shall not be responsible for delay in performing or failure to perform its obligations if the delay or failure results from events or circumstances outside its reasonable control such as war, fire, labour disputes, trade disputes, vandalic actions, natural calamities or theft. Such delay or failure shall not constitute a breach of this agreement. If such a delay or failure persists for more than three months, either party shall be entitled to consider terminated this agreement to the extent of goods yet delivered to the Buyer. In the event of such a termination, neither party will be entitled to any compensation.
- 7. Agreement infringement** - In case of agreement infringement :
 - Eventual prepayments agreed will not be returned
 - Goods ready for dispatch and not collected within two months from the announcement will be taken by Satinox for other destinations
 - Satinox holds the right to intimate the return of the goods delivered if the Buyer hasn't made full payment at the expiring date of the invoice.

- 8. Payment** - Agreed prices do not include Value Added Tax or any other tax or duty unless expressly stated (including Incoterms). If no payment terms are agreed, payment shall be made within 30 days from the date of the invoice . In any case penalty interest for delayed payment will be of 6% p.y. above the official Repo Rate of the European Central Bank.
- 9. Governing law** - This agreement shall be governed by Italian law with exclusion of its conflicts of law rules and the International Sale of Goods Act (see exception below).
- 10. Disputes** - Any dispute, controversy or claim arising out of or in connection with this agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration at the National and International Arbitration Chamber of the Italian Chamber of Commerce in Milan -Italy. The arbitration court will be composed by a only arbitrator designated in compliance with the rules of the said Chamber. The place of arbitration shall be Milan - Italy - and English shall be the language used for international arbitrations, Italian for the national ones. Alternatively Satinox shall in its sole discretion be entitled to choose to have recourse to competent courts in and laws of the Buyer's country for purposes of collecting matured debts of the Buyer.
- 11. General limitation of liability** - Satinox shall in no circumstances, including product liability, be held liable for any incidental, indirect or consequential loss or damage including, but not limited to, loss of profit, loss of production, discarded production or claims from the Buyer's customer. Satinox has no liability for any claim whatsoever when notification is made more than two years after the date on which the goods have been delivered.