

GENERAL TERMS AND CONDITIONS OF SUPPLY

1. Scope

These General Terms and Conditions of Supply apply to all commercial offers and order confirmations sent to the Customer by e-mail or received through a web platform accessible from the website www.teseo.com and form an integral part thereof. The Customer, when signing a supply offer or an order or processing a web order adheres unreservedly to these Conditions.

It is expressly excluded the application of any other different provision, even if indicated by the Customer on the basis of references to its contractual or purchase conditions.

Any modification of these Conditions must be confirmed in writing by TESEO spa.

2. Offers of Supply, Orders and order confirmations

Unless otherwise agreed, TESEO's commercial Offer is valid for 120 days from the issuing date. The offer is binding for the customer when the subscription is received by TESEO. Drawings or other documentation attached to the Offer are reserved and are intended exclusively for commercial use.

The subscription of the offer is equivalent to the issuing of the order by the Customer. Further to the acceptance of the quotation by the Customer, TESEO has to send the supply order confirmation in order to close the deal. The order will be considered as accepted by TESEO spa when the customer receives the Order confirmation by e-mail.

TESEO spa reserves the right to make production changes or modifications to other technical and characteristic data of its products, if these are useful for technical improvement. These changes, even if communicated after the sending of the order confirmation, do not constitute differences in the product and can not be invoked by the Customer as a cause for terminate the contract, obtain price reduction, claim for damages or compensation, however denominated.

3. Prices and Payments

The prices agreed and specified in the order confirmation are to be considered net of VAT and are valid ex works TESEO spa unless otherwise agreed.

Shipping costs, unless otherwise indicated, are always excluded and will be charged to the customer.

Prices do not include, in any case, customs expenses, duties, taxes or export taxes.

The payment methods will be indicated in the order confirmation. The payment will be due in full within the agreed terms even in case of delay in delivery or total or partial losses during transport not imputable to TESEO spa.

In the case of late payment, default interest will automatically be applied, based on the provisions of Italian Legislative Decree no. 231/2002.

Unless otherwise agreed, the costs related to the transfer of TESEO spa personnel required for the installation of the products, for training and maintenance will be calculated on a final basis and invoiced separately.

4. Delivery and Transport. Transfer of risk.

Unless otherwise agreed the products will be shipped Ex Works. With the delivery to the Customer, to the forwarder, to the carrier or the person in charge of picking up and transporting the product, the risk of the loss is passed to the Customer, even if the transport should be carried out by TESEO spa.

5. Delays and Penalty. Force Majeure

TESEO spa undertakes to ship the products in the agreed times. Any delay of more than 60 days will legitimize the Customer to request the termination of the contract, unless the delay is not imputable to TESEO spa and depends on causes of force majeure, such as (merely exemplifying and not exhaustive): lack of energy, strikes and interruption road traffic, public authority measures, flooding, meteorological events, earthquakes.

6. Retention of Title

The supply with payment by means of installments is intended at TESEO's retention of title until the entire payment of the due amount will be done; it being understood that all the risks shall pass to the Customer from the moment of the shipment, as specified at point 4.

7. Product information

The characteristics of TESEO spa products are identified by the technical specifications in force from time to time. Any information or data on the characteristics or specifications contained in leaflets, price lists, catalogs and similar are indicative and not binding.

8. Safety

TESEO spa declares that its products comply with European rules governing its manufacturing sector, in particular Directive n. 2006/42 “machines directive”, Directive n.2006/95 “Low voltage directive” and Directive n.2004/108 “Electromagnetic compatibility directive”. Certification and handbooks will be given on paper and on digital file at the moment of the delivery of the machine.

9. Installation and final test

The installation, the configuration and the starting up of the equipment shall be carried out by TESEO qualified technicians or authorized personnel only. The Customer shall arrange all the necessary technical and logistic devices useful to allow the right installation and shall arrange all the electric and compressed air connections and the uses for the right functionality of the equipment.

After the end of the installation, the TESEO technicians and the Customer shall arrange the final test, under the operating procedures provided for in the TESEO's Testing and Acceptance Module.

10. Training

After installation and testing, TESEO technicians will provide training to the customer's personnel who will use the machine, according to the times and methods to be agreed from time to time.

11. Liability. Safety at workplace

TESEO spa guarantees economic coverage for any physical and material damage that its personnel may cause to the Customer and / or third parties during installation, testing and training activities.

TESEO spa retains full responsibility for the recruitment, administration, training, grading, payment, management of its personnel.

TESEO spa guarantees compliance with the Italian legislative and regulatory obligations applicable to its personnel.

TESEO spa guarantees the use of employees regularly hired with a work contract, according to current regulations.

During the installation at the Customer workplace, safety regulations pursuant to Legislative Decree 81/2008 shall apply.

12. Limitation of Liability

TESEO is not responsible for any consequential loss caused by the use of the supplied goods.

13. Spare Parts

TESEO makes available spare parts for a period of 10 years from the moment of the delivery. The spare parts could be the same, similar or more evolved than the ones to be replaced; in order to keep the above mentioned systems in good functioning conditions, TESEO could decide to replace a part of the equipment instead of the single damaged component.

14. Warranty

TESEO gives a 12 months warranty for the defective products, according to the statements of its document “TESEO Warranty Worldwide” which will be delivered to the Customer together with all the documents concerning the supply at the latest at the time of delivery of the machinery.

The warranty, in accordance with and in addition to the provisions of art. 4.2 of the Teseo Warranty Worldwide, will not operate where tampering or attempts carried out by the Customer, his employees or third parties and aimed to repair, maintenance, modification of machinery are not authorized by TESEO.

15. Teseo's intellectual and industrial property rights

Trademarks, commercial names, and other marks affixed on the products are freehold property of TESEO and they can't be modified or removed in any way.

Documents, drawings, projects, data, knowledge and information that in any form shall reach the Customer remain the exclusive property of TESEO and are protected by current civil and criminal law

The Customer binds itself not to copy, disclose to third parts and guarantees to use all the adequate warning for its staff.

16. Non-disclosure Clause

Both TESEO and the Customer undertake to keep confidential and not to disclose to third parties any sensitive information or technical data related to production processes, products and their operations, as well as any economic or commercial information relating to the supply contract (for example prices, methods of payment, guarantees etc.)

17. Governing Law. Jurisdiction

The supply relationship shall be governed and interpreted under the Italian Law, excluding the rules on conflicts of law and the United Nations Convention on Contracts for the International Sale of Goods (CISG). For any possible dispute arising between the PARTIES in connection with the contract, exclusive jurisdiction will lie with the Court of Fermo, with the exclusion of any other competitive or alternative Court.

18. Privacy's disclosure

TESEO spa, as owner, will process the data relating to the Customer in electronic or manual form, according to the principles of lawfulness and correctness and in compliance with the EU Reg 2016/679 ("GDPR").

All data communicated by the Customer are processed exclusively for administrative, economic, financial and tax obligations related to the economic activity of TESEO spa and to the existing commercial relationship.

Please refer to the information pursuant to art. 13 of the EU Reg. 2016/679 present on the website www.teseo.com .

The Supplier
TESEO

The Customer
(Stamp and sign)

Pursuant to and for the purposes of articles. 1341 and 1342 of the Civil Code, the clauses referred to in points 12 (Limitation of Liability) and 17 (Governing Law. Jurisdiction) iare specifically approved.

The Customer
(Stamp and sign)

