

GENERAL SALES CONDITIONS TRATTER ENGINEERING GMBH

STAND JANUARY 2018

1. General / scope

- 1.1 Our sales conditions are present in our company and published on our website.
- 1.2 Our terms of sale apply exclusively; We do not recognize any conditions of the buyer that conflict with or deviate from our sales conditions unless we have expressly agreed to their validity in writing. Our terms and conditions of sale shall also apply if we carry out the delivery to the buyer without reservation, knowing that the terms of the buyer conflict with or differ from our terms of sale.
- 1.3 Agreements between us and the buyer are only binding if we have confirmed them in writing. In the case of framework contracts, the individual requests are exempt from the requirement of writing.
- 1.4 Our terms of sale also apply to all future business with the buyer.
- 1.5 Our conditions of sale apply only to merchants within the meaning of Section 310 (1) BGB.

2. Conclusion of contract, offer documents

- 2.1 An order is only considered accepted if it has been confirmed by us in writing.
- 2.2 The sending of offers, price lists, circulars or general offers are not considered to be binding offers without appropriate notice.
- 2.3 We reserve estimates, designs, drawings, and other documents equity turns - and copyright, they may not repost to be.

3. Prices / terms of payment

- 3.1 Unless otherwise stated in the order confirmation, our prices apply "ex works" unpacked. Packaging's charged at cost price.
- 3.2 We reserve the right to increase our prices accordingly if there are cost increases after conclusion of the contract, due to wage agreements or material price increases of > 5%. We will prove this to the buyer on request.
- 3.3 For small orders, we must calculate minimum amounts that consider the special charges associated with their completion.
- 3.4 The purchase price is payable net, postage and expense-free immediately from the invoice date. If the buyer defaults on payment, we are entitled to charge default interest at the legally regulated percentage points above the respective base rate. If we can prove a higher delay damage, we are entitled to claim it.
- 3.5 The buyer is only entitled to set-off rights if his counterclaims have been legally established, are undisputed or have been recognized by us. The buyer also has no right of retention due to contested counterclaims.
- 3.6 Payments can only be made using the usual bank payment methods. We do not accept bills of exchange; checks are only accepted on account of performance. Any expenses and other fees incurred for this must be borne by the buyer.

4. Delivery / delivery time

- 4.1 If we are in default for reasons for which we are responsible, liability for damages in the event of ordinary negligence is excluded. In particular, we are not responsible for cases of force majeure, these release us from the timely delivery or service and also give the right to stop our delivery without a subsequent delivery period.
- 4.2 If, after we have already been in default, the buyer sets us a reasonable grace period with a threat of refusal, he is entitled to withdraw from the contract after this grace period has expired without result; The buyer is only entitled to compensation claims for non-performance in the amount of the foreseeable damage if the delay was due to intent or gross negligence; the other is the liability for damages to 50 % of the occurring damage limited.
- 4.3 Partial deliveries are permitted.
- 4.4 Compliance with our delivery obligation requires the timely and proper fulfilment of the buyer's obligations.
- 4.5 If there are deteriorations in the customer's financial situation that give rise to doubts about his solvency, we are entitled to immediately stop deliveries and services and to set the buyer a deadline for (advance) payment or the provision of security. After the fruitless expiry of the period, we are entitled to withdraw from the contract.

5. Warranty for defects

- 5.1 The warranty rights of the buyer presuppose that the buyer has properly complied with his inspection and complaint obligations owed under § 377 HGB.
- 5.2 If the delivered goods have defects requiring warranty, we are entitled to choose to remedy the defect or to provide a replacement. If we seriously and definitively refuse to fulfil the contract or if the rectification of defects or replacement delivery fails, the buyer can withdraw from the contract or reduce the purchase price in accordance with the statutory provisions.
- 5.3 Unless otherwise stated below, further claims by the buyer - regardless of the legal reasons - are excluded. We are therefore not liable for damage that has not occurred to the delivery item itself; in particular, we are not liable for loss of profit or other financial loss of the customer.
- 5.4 The above exemption from liability does not apply if the cause of the damage was based on intent or gross negligence. Furthermore, it does not apply if we have given a guarantee for a special quality of the goods or any other guarantee.
- 5.5 In the event of a slightly negligent breach of essential contractual obligations, we are liable for the amount limited to the contractually typical, foreseeable damage.
- 5.6 The warranty period is 1 year from the transfer of risk.

6. Overall liability

- 6.1 A further liability for damages than in para. 5, is excluded regardless of the legal nature of the asserted claim.
- 6.2 This regulation does not apply to claims under the Product Liability Act. Insofar as our liability is excluded or limited, this also applies to the personal liability of our employees, workers, employees, agents, and vicarious agents.

7. Retention of title

- 7.1 We reserve ownership of the delivered goods until all payments from the business relationship with the buyer have been received. If the buyer behaves contrary to the contract, in particular in the event of delayed payment, we are entitled to take back the goods and to withdraw immediately. After taking back the goods, we are authorized to use them, the proceeds from the sale are to be offset against the buyer's liabilities - minus reasonable costs of sale.
- 7.2 The buyer is obliged to treat the goods with care, to observe the relevant standards.
- 7.3 The processing or transformation of the goods by the buyer is always carried out for us. If it is processed with other objects that do not belong to us, we acquire co-ownership of the new object in the ratio of the value of our goods to the other processed objects at the time of processing. For the object created by processing applies the same as for the delivered goods under reservation. If the goods are inseparably mixed with other objects that do not belong to us, we acquire co-ownership of the new item in the ratio of the value of the goods to the other mixed objects at the time of the mixing. If the mixing takes place in such a way that the buyer's thing is to be regarded as the main thing, it is agreed that he will transfer proportional co-ownership to us.
- 7.4 The buyer is entitled to resell the goods in the ordinary course of business; but he assigns to us all claims amounting to the final invoice amount from which to him from the resale to his customers or third parties arising, namely, whether the goods have been resold without or after processing. The buyer remains authorized to collect this claim even after the assignment. Our authority to collect the claim itself remains unaffected. If we make use of this authorization, we can request that the buyer provide us with all the information necessary for collection, hand over the associated documents and notify the debtors / third parties of the assignment.
- 7.5 In the event of attachments or other interventions by third parties, the buyer must immediately notify us in writing.

8. Transfer of risk

Unless otherwise stated in the order confirmation, delivery is agreed "ex works".

9. Place of jurisdiction and place of performance / applicable law

Italian law applies to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

Should one or more clauses of these terms and conditions be ineffective in whole or in part, this should not affect the validity of the remaining provisions.

The place of jurisdiction for all claims from this business relationship is Bolzano.