

TBLOC s.r.l.
BLOCK MAKING MACHINES

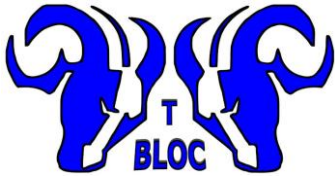


44012 Bondeno (Ferrara) - ITALY - Via Carlo Ragazzi, 13
TEL +39 0532 / 896609 - FAX +39 0532 / 893628
Reg. Imp. di Ferrara nr. 01885340388 - C. F. / P.IVA nr. 01885340388
REA Fe-206822 - e-mail: tbloc@tbloc.it - web: www.tbloc.it

GENERAL SALES CONDITIONS:

The present general sales conditions have to be applied together with the specific sales conditions indicated on each offer / proforma invoice. In case of discrepancies or contrasts, the specific sales conditions prevail.

- 1) The **SALES** are done as per Seller's sales conditions and they can be modified only by the Seller by written notice.
- 2) **OFFERS AND TECHNICAL DETAILS.** The offers issued by the Seller are not binding, illustrations, dimensions, weights and all the characteristic data resulting from the catalogs should be considered indicative being notified by the Seller for information purposes only and without responsibility. The Seller reserves the right to make changes, without altering the characteristics of the products, appear to be necessary or appropriate, without notice.
- 3) **DELIVERY.** Upon delivery of the goods shall apply INCOTERMS 2020 explicitly stated in the specific sales conditions for each offer / proforma invoice. The material sold will be delivered on the agreed date for delivery, as stated in the conditions of specific sales, subject to ongoing commitments and the possibility of production of the factory. The delivery time is therefore only indicative and not exhaustive and does not constitute an essential condition of the contract. That period is extended accordingly means of law as a result of events beyond the control of the Seller, as a result of force majeure or acts and omissions of the Buyer. In no event shall the Buyer may claim damages or other caused by late delivery.
- 4) **PRICES AND PAYMENT CONDITIONS.** The prices are expressed in euro, excluding VAT and any other taxes. The payments, in terms of procedures and timing, must be made in conformity with these specific conditions of sale for each offer / proforma invoice. If the contract provides for the payment of an advance payment, this payment represents the acceptance of the contract, even if such a contract is not signed and stamped for acceptance by the Purchaser. The advance payment represents a binding condition for the beginning of the production of the ordered goods; the delivery time is therefore calculated from the time of receipt of the advance. If the contract provides for a payment quota to be made upon signature of an assembly and testing protocol, in this case the payment must be made no later than 60 days from the date of the Bill of Lading or the CMR or any other transport document. If the Buyer sells the goods to a third party, the agreed payment will still be made; non-payment of the agreed price of even a single installment, failure to comply with the obligations inherent in it and default by the Buyer of any of the above conditions shall entitle the Seller to get itself or the immediate fulfillment of all obligations assumed by Buyer, with forfeiture of benefit of the term or termination of this contract as being worth the termination clause. The delay in the fulfillment of payment or installments thereof on the agreed dates shall entitle the Seller to apply the monthly interest rate charged by banking institutions active.
- 5) **WARRANTY.** The Seller warrants its products to normal construction for 12 months from delivery at a daily shift of 8 hours (and in any event within 15 months of the notice of goods ready for shipment only in the case of requests for storage beyond the terms at the workshops of TBLOC srl). The warranty covers repair or replacement of parts that presented ascertained defects in material, construction or workmanship; it takes place after examination and contestation of the defects and their causes to be made by the Seller and at its facilities or those authorized to do so by it. The cost of any inspections granted by the Seller, to transport the parts to be repaired or replaced, and labor for installation thereof shall be at the Buyer charge. The warranty is not transferable to a third party sub-buyers and ceases to be entitled if the products are used in a manner inconsistent with the instructions of the house, in the operating instructions supplied if they are disassembled, repaired, modified in part without written authorization and control of the Seller or any of its delegates. Are excluded from the guarantee that the parts in nature or are subject to wear and tear. For parts not manufactured by the Seller, the warranty is limited to the extent permitted by the provider of the parties. In none of the cases provided for in this Article, the Buyer can claim damages of any nature whatsoever or howsoever arising. The warranty ceases to be entitled if being used are not original spare parts and moulds.
- 6) **COMPLAINTS.** If the Buyer finds defects in the quantity or obvious characteristics of the goods, he shall give notice to the Seller by pictures / photos sent via email to tbloc@tbloc.it or by registered letter, under penalty of forfeiture, within 48 hours from the date of receipt of goods. Any claims relating to defects such as cracks, missing or operation, can not be detected by a careful inspection upon receipt of the goods must be notified to the Seller via photos / videos sent by email to tbloc@tbloc.it, under penalty of forfeiture, within 30 days from the date of discovery of the defect and in any event no later than 45 days from the date of delivery of the goods. The Seller undertakes to remedy the defects, if he is charged and if so notified as expected, by repair or replacement, or other ad hoc solution in its sole discretion. The Parties agree that any dispute not relieve the Buyer from the obligation to pick up anything in order or give you the right to suspend or delay the payment of the goods in dispute or other merchandise in order or already delivered.
- 7) **TERMINATION OF THE CONTRACT.** For the case of termination of the contract for breach by the Buyer, the installments paid by the Buyer shall remain the property of the Seller by way of compensation, plus any damages. In any case it will be due to the Seller by way of penalty, a sum equal to 15% of value of goods sold, more and more subject to damage.



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- 8) **RESERVATION OF OWNERSHIP** '. The Seller reserves the ownership of the machinery sold until payment of the price or the payment of the last installment of the price and therefore the goods to be supplied shall pass to the Buyer's property only with the balance of the price or the payment of the last installment of the price, while the Buyer assuming the risk from the time of delivery.
- 9) **CONTRACT COSTS**. Any costs of this Act, the registration and the related and consequent and the cost of invoice and stamps shall be at the Buyer's charge.
- 10) **FORCE MAJEURE**. The Parties shall not be liable for non-performance of its obligations under the contract for precise causes of Force Majeure. The fulfillment of a condition of Force Majeure shall be reported by the party who is affected to the other, without delay. The obligations and rights of the party affected by Force Majeure shall be extended day by day for a period of time equal to the period of excusable delay. Force Majeure shall mean: fire, explosion, lightning, acts of terrorism, war, rebellion, revolt, sabotage or strike (official) or similar (official) labor dispute, or events or circumstances beyond the reasonable control of the affected part.
- 10) **LANGUAGE OF THE CONTRACT**. The general sales conditions shall be written in Italian, English and French; version predominant and binding on the parties is Italian.
- 11) **APPLICABLE LAW**. Any interpretation, regulation, and binding effect of contracts not emerging from these terms shall be governed by the Vienna Convention 1980.
- 12) **RESOLUTION OF DISPUTES**. The parties agree that in the event of any dispute, controversy or conflict emerging in relation to the contract, they will try to resolve it amicably. If this attempt fails, not finding amicable solution within 30 days of the matter is communicated by one party to the other, any dispute, controversy or conflict should be subject to arbitration with a sole arbitrator or arbitration composed of 3 members (to be agreed depending on the extent of the dispute, controversy or contrast) in accordance with the Rules of the Chamber of Arbitration of Milan (<http://www.camera-arbitrale.it/it/index.php>). The arbitrator will have to know fluently the language Italian / English and will be appointed in accordance with Regulation just mentioned. The arbitration will be based in - Via Meravigli 9 / B - 20123 Milan / Italy, at the Chamber of Arbitration of Milan.

Information according to GDPR EU-679/2016

By signing this document , I authorize the detention of data in relation to the requirement for the fulfillment of contractual and legal and contractual obligations arising from the same and will be the subject of the parties retaining information technology, electronic or manual for the following purposes:

- Legal obligations related to civil , tax and accounting , etc. . , Administration of the relationship ; fulfillment of contractual obligations ; technical support and technical information about the products on display in the contract, after-sales service and anything else related to this Act.
- Market analysis, statistics, marketing , sales initiatives , offers and advertising.

The data will be processed for the entire duration of the contractual relationship and beyond for the completion of all legal obligations , as well as for future business purposes .

The Buyer acknowledges having read , examined and approved all the clauses contained herein .

Bondeno (Ferrara), Nov. 27, 2019