



## GENERAL CONDITIONS OF SALE

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he Terms and Conditions of Sale and Warranty set forth below are subject to change and updating. All updates will be duly published on our website: <https://www.trbitaly.com/>.

The date of publication will be deemed the date of entry into force of the new conditions.

It is the Buyer's responsibility to check any updates to these terms and conditions on our website, before making the purchase.

### TERMS AND CONDITIONS OF SALE AND WARRANTY

#### 1) Definitions

- The following terms in these Terms and Conditions (hereinafter "Terms and Conditions of Sale") will have the following meanings:
- T.R.B. SRL with registered office in Cadelbosco Sopra at Via T. Tasso 9;
- Customer: any company, entity or legal person buying the products of T.R.B. SRL from the latter; if the purchase is made through a reseller, Customer also includes the end purchaser;
- Products: the goods produced, assembled and/or sold by T.R.B. SRL;
- Services: all services pertaining to sales and aftersales, supplied by T.R.B. SRL;
- Order(s): any offer for the purchase of products and/or services sent by the Customer to T.R.B. SRL, exclusively via fax, e-mail or other written form;
- Sale(s): any contract for sale made between T.R.B. SRL and the Customer following receipt by the Customer of the order confirmation e-mail from T.R.B. SRL;
- Rights of intellectual property: all rights of intellectual and industrial property of T.R.B. SRL, including, without any limitation whatsoever the rights to: patents for inventions, designs or models, utility models, trademarks, know-how, technical specifications or data, whether such rights have been registered or not, and any application or registration pertaining to such rights and any other right or form of protection of a similar nature or having equivalent effect.

#### 2) Purposes

- These Terms and Conditions of Sale apply to all Sales of Products. In the event of any conflict between the provisions of these Terms and Conditions and the terms agreed for each Sale, the latter will prevail.
- T.R.B. SRL shall not be bound by any terms and conditions of purchase of the Customer ("Customer's Terms and Conditions"), not even those contained in orders or other documents originating from the Customer, without the prior written consent of T.R.B. SRL.
- The Customer's terms and conditions will not be binding on T.R.B. SRL, not even by implied consent.

### **3) Orders and Sales**

- The Customer may send specific orders to T.R.B. SRL containing the description of a particular component, by submitting a design, also determining any ongoing procurement procedures. The order must be sent in writing by fax, e-mail or other electronic means. T.R.B. SRL cannot be held liable for any errors or misunderstandings for orders made over the phone.
- The Sale will be deemed concluded:
  - when the Customer receives an order confirmation from T.R.B. SRL (the confirmation may be sent by e-mail, fax or electronic means) corresponding to the terms and conditions of the Order;
  - in the event that the Customer receives from T.R.B. SRL an order confirmation containing different terms from those in the Order and after two working days have elapsed since the receipt of the confirmation containing different terms, without the Customer having sent T.R.B. SRL a written objection;
  - if no order confirmation is sent by T.R.B. SRL, at the time the Products are delivered to the Customer;
  - when requested, with the payment of an advance/deposit.

Orders duly accepted by T.R.B. SRL may not be cancelled by the Customer without the written consent of T.R.B. SRL.

### **4) Product Prices**

- The prices of the Products are those indicated in the order confirmation from T.R.B. SRL. Except where agreed otherwise in writing between the Parties, the prices will be calculated ex-works/carrier FCA Reggio Emilia (RE) Italy, net of VAT and discounts. These prices do not include the cost of shipping and transport from the site of T.R.B. SRL to any other destination, unless specified otherwise in the order confirmation.

### **5) Terms of delivery**

- T.R.B. SRL will only deal with the transport of the Products if expressly requested to do so. In any event the risk, cost and expenses will be borne by the Customer.
- In the case of collection, the goods must be collected by the date indicated in the order confirmation.
- The terms of delivery are indicative and are not of the essence for the purposes of Article 1457 of the Italian Civil Code. In any case they do not include the transport time.
- Without prejudice to the previous clause, T.R.B. SRL will not be held liable for any delays or non-delivery due to circumstances beyond its control, including but not limited to:
  - inadequate or imprecise technical data or delays by the Customer in sending T.R.B. SRL the information or data necessary for the shipment of the Products;
  - problems in obtaining new supplies of materials;
  - problems related to production or to order planning;

- general or partial strikes, power shortages, natural disasters, measures imposed by public authorities, transport issues;
- causes of force majeure, disruption, terrorist attacks and any other cause of force majeure;
- delays by the carrier.
- The occurrence of such events shall not entitle the Customer to demand compensation for any damages or indemnities of any kind.

## **6) Installation and use of the Products**

- The customer is aware and recognises to T.R.B. SRL full exemption from any liability whatsoever linked to the improper use made of the component in question, given the absence of all technical discretion on the part of the manufacturer T.R.B. SRL, as it simply follows the design created by the customer without any discretion with respect to its intended use as a component in a more complex product.
- The product warranty will also be voided in the case of improper use of the Products, tampering, incorrect application, poor maintenance or non-maintenance.

## **7) Transport**

- Except where agreed otherwise in writing between the Parties, transport is always at the Customer's risk and expense.
- If T.R.B. SRL is asked to deal with the transport of the Products, T.R.B. SRL will choose the mode of transport considered most appropriate, unless the Customer has given specific instructions.

## **8) Payments**

- Payments must be made by the date indicated in the order confirmation.
- If the Customer does not pay within the agreed terms, T.R.B. SRL will be entitled to ask the Customer to pay interest for late payment, at the rate indicated in Legislative Decree 231/02.
- Complaints about Products and/or delivery may not under any circumstances justify any suspension or delay in payment.

## **9) Non-conformities**

- Any discrepancy in the Products delivered to the Customer compared to the types and quantities indicated in the Order must be communicated in writing to T.R.B. SRL within eight days from the date of receipt. If the non-conformity is not reported within the eight day period, the delivered Products will be considered as conforming to those ordered by the Customer.

## **10) Warranty**

- Unless agreed otherwise in writing, T.R.B. SRL warrants that the Products are free from flaws or defects (excluding those parts of the Products that are not produced by T.R.B. SRL) for a period of 12 months starting from the date of the sales invoice.

- The warranty does not apply to Products whose defects are due to:
  - damage from transport;
  - negligent or improper use;
  - failure to observe the instructions of T.R.B. SRL in relation to the functioning, maintenance and conservation of the Products;
  - repairs or modifications made by the Customer or by a third party without the prior written authorisation of T.R.B. SRL;
  - use of non-original parts or components.
- The Customer must report in writing to T.R.B. SRL the presence of any flaws or defects within 8 days of delivery of the Products, in the case of obvious flaws or defects, or within 8 days from discovery in the case of hidden flaws or defects or those that cannot be detected by a person of reasonable diligence.
- The Products or parts in question must be sent to T.R.B. SRL at the cost and expense of the Customer, unless agreed otherwise in writing, to allow T.R.B. SRL to carry out the necessary checks.
- T.R.B. SRL is not liable for any loss or damage deriving from and/or connected to flaws in the Products. In any event T.R.B. SRL declines all liability for any indirect or consequential damages of any kind, including but not limited to losses resulting from the Customer's inactivity or loss of earnings.

#### **11) Express termination clause**

- T.R.B. SRL may at any time, pursuant to Article 1456 of the Italian civil code, after sending written notice to the Customer, terminate an individual Sale in the event of any failure to observe the obligations contained in the following articles: 4 (Price of the Products); 5 (Terms of delivery and collection); 8 (Payments); 12 (Changes in the Customer's financial situation).

#### **12) Changes in the Customer's financial situation**

- T.R.B. SRL may suspend the fulfilment of its obligations resulting from the Sale of the products, pursuant to Article 1461 of the Italian civil code, if the Customer's financial situation deteriorates in such a way as to seriously jeopardise the fulfilment of the counter-obligation, unless an appropriate guarantee is provided.

#### **13) Legal domicile, governing law and forum**

- T.R.B. SRL is legally domiciled at its head office in Cadelbosco Sopra, Via Tasso 9.
- These Terms and Conditions of Sale and each individual Sale will be governed and interpreted in accordance with the laws of Italy.
- Any dispute deriving from or connected to these Terms and Conditions of Sale and/or from each Sale will be subject to the exclusive jurisdiction of the Court of Reggio Emilia.