



ATAM S.p.A.

Via Archimede, 7 20864 Agrate Brianza (MB) Italy
Sede legale: Milano Cap. Soc. € 135.200,00 int.ver.
Rea n° 1322070 R.I. - C.F. - P.I. 09868530156
Tel. +39 039 60746.1 Fax +39 039 60746243
info@atam.it www.atam.it

GENERAL TERMS OF SALE

1. SUBJECT AND SCOPE OF APPLICATION - These standard conditions shall govern all present and future contractual and pre-contractual relations between parties concerning the supply of components by the company ATAM hereinafter called "Vendor" and the customers hereinafter called "Buyer".

The supply [sale] is dependent exclusively on the written confirmation of order from the Vendor and is governed by the general terms of sale. Any deviation from the general terms of sale that may be agreed on between the parties, will only be valid if it is confirmed in writing by the Vendor.

2. FORMATION OF CONTRACT - The supply contract comes into force upon written confirmation of acceptance of order by the Vendor. However, if the conditions indicated in the Buyer's order differ from those in the Vendor's written confirmation, the latter shall count as a new proposal and the contract shall be deemed completed at the moment in which the Buyer starts to execute it or accepts the products supplied without express written reservation.

3. TECHNICAL DATA, DRAWINGS AND DOCUMENTS PERTAINING TO THE SUPPLIES - The data and illustrations resulting from the catalogues, brochures, circulars or other illustrative documents from the Vendor shall be of an indicative nature. This data shall have no commitment value unless expressly mentioned as such in the confirmation of order. The Vendor reserves the right to make any modifications to his own products at any moment as he deems appropriate, giving notice to the Buyer if they affect the installation. If the Buyer proposes modifications so that it becomes compulsory to implement them, there shall be full written agreement between the parties on the variations which such modifications may cause to prices and delivery periods previously established. The Buyer shall expressly undertake not to use, for purposes other than those envisaged in the supply contract, the drawings, technical information and discoveries relating to the supply which shall remain the Vendor's property and which the Buyer shall not be able to deliver to third parties nor reproduce without written permission. Should there be any particular normative law to respect in the Country of destination of the supply, the Buyer is bound to inform the Vendor before the stipulation of the contract.

4. ORDERS - Orders received by the Vendor are understood to be accepted only if they are confirmed by the latter in writing.

5. PRICES - Unless otherwise agreed, the conditions stated in the confirmation of order will apply.

6. DELIVERIES - The delivery terms stated in the confirmation of order are by way of an indication and are not binding on the Vendor. The Vendor is not under obligation to pay compensation of any kind for any direct or indirect losses due to delays in delivery or to the interruption or partial or complete cancellation of the supply. With handover of the equipment to the Buyer or carrier the Vendor shall be released from the obligation to deliver and all risks on the equipment itself shall pass to the Buyer even in the event where the Vendor is responsible for the despatch. In the event the Buyer is not in order with payments relating to other supplies, the elapse of the deadlines shall be suspended and the Vendor may delay delivery until the Buyer has paid the sums due. In the event of failure to take delivery of products by the Buyer for reasons for which he is to blame or, in any case, for a reason independent of the Vendor's goodwill, the Buyer shall bear the risks and expenses for their safe keeping.

7. TRANSPORTATION - The goods, even in the case of special agreements, dispatched free of delivery charges to the destination address, will always be conveyed at the exclusive risk of the Buyer.

8. PAYMENT - Unless otherwise agreed, payments shall be made by the Buyer within the terms provided in the written confirmation of acceptance of order at the Vendor's domicile or with the Bank indicated by him: in the event of delay, the Buyer shall be bound to pay interest on arrears. Any disputes which may arise between the parties shall not release the Buyer from the obligation of observing the payment terms and conditions.

Payments are due by the agreed dates even in the event of delays in arrival of the goods or in the event of total or partial losses that may occur during transportation, and in the event that the goods made available to the Buyer are not collected by the Buyer.



ATAM S.p.A.

Via Archimede, 7 20864 Agrate Brianza (MB) Italy
Sede legale: Milano Cap. Soc. € 135.200,00 int.ver.
Rea n° 1322070 R.I. - C.F. - P.I. 09868530156
Tel. +39 039 60746.1 Fax +39 039 60746243
info@atam.it www.atam.it

9. GUARANTEE - Unless otherwise agreed, the Vendor gives a 12 (twelve) months guarantee on materials, as from the date the goods are taken from its warehouse. This guarantee is valid only for production defects, and exclusively with respect to the original Buyer. Cover does not extend to products found to be damaged as a result of transportation, incorrect handling, inappropriate storage, incorrect application or installation, lack of expertise in use of the materials, negligence or accidental damage on the part of the Buyer. Any type of maintenance, repair or replacement of the products will take place exclusively at ATAM in Agrate Brianza (MB).

10. CLAIMS AND COMPLAINTS - Any complaints regarding the quantities or types of goods supplied must reach the Vendor within 8 (eight) days of receipt of the goods by the Buyer. Once that period has elapsed, it is tacitly understood that the goods are accepted. Acceptance of any goods delivered without the Vendor having agreed this in advance will be refused. Any complaints regarding the quality of the goods must be reported to the Vendor and if the claimed defects are acknowledged by the Vendor, in terms of goods already covered by the guarantee period, the Vendor will be under obligation only to replace the product delivered free of delivery charge to the latter's establishment. The Vendor will not bear liability for any direct and/or indirect damage resulting from use of the products supplied, or from their incorrect operation. In all cases any claim by the Buyer will not justify the suspension of payment or refusal to pay the invoices issued by the Vendor.

11. LAW APPLICABLE - Every supply contract entered into among the parties, even with foreign countries, shall be regulated by these standard conditions and governed by the Italian law.

12. COMPETENT COURT - For any dispute pertaining to the execution, interpretation, validity, termination or cessation contracts entered into between the parties, the Court of Milan (Republic of Italy) exclusively shall be competent.