



Moro S.r.l.'s General Sales Conditions

Art. 1 Scope of application

1.1.1 These General Conditions (that can be consulted and downloaded even from the Internet site <http://www.moro.it>) govern all present and future supply relationships between Moro S.r.l. and the Purchaser.

1.1.2 Moro S.r.l. will be entitled to amend, add or delete any provision of these General Conditions. It is understood that all amendments, additions or deletions will apply to all the sales made starting from the thirtieth day after the new Sales Conditions have been made known to the Purchaser.

1.2. Even in case of deviations agreed upon in writing, these conditions will continue to apply for the parts, for which no deviation has been explicitly made. However, the deviation from one or more than one provision of these General Conditions shall not be extensively interpreted or by way of analogy and it does not imply the will to waive the General Sales Conditions as a whole.

1.3. Any general purchase condition drawn up by the Purchaser will apply to the relationships between the parties if explicitly accepted in writing by Moro S.r.l.; in this case, except for a deviation in writing, they will not exclude the effectiveness of these general conditions, with which they shall be any way coordinated.

1.4.1 If Moro S.r.l. fails - at any time - to have any provision of the General Conditions observed or to require the Purchaser to enforce any one of the provisions of these General Conditions, this shall not be understood as a present or future waiver of this provision nor will it any way affect Moro S.r.l.'s right to have each provision observed.

1.4.2 Moro S.r.l.'s explicit waiver of any provision of these General Conditions will represent no waiver of the right to have the Purchaser observe the said provision in the future.

Art. 2 Offers and Sales

2.1.1 The sales offers sent to the Purchaser have a 90-day validity from the date of sending them and limited to the whole supply of the items quoted herein. They are not binding for Moro S.r.l. until they are confirmed in writing by the company.

2.1.2 However, the sales offers do not include the balancing certificates, the training courses, the assistance at the start-up and other similar services, except when these performances are explicitly included in the offer itself.

2.2. The sale shall be understood as being made: **1)** as soon as the Purchaser sends Moro S.r.l. the sales offer countersigned; **2)** as soon as the Purchaser receives a confirmation in writing from Moro S.r.l. (that can be sent by fax or per e-mail).

2.3. Moro S.r.l.'s sales are considered as made between professionals. The Purchaser shall therefore make sure that the features of the Products on offer correspond to its needs. Having to select Products on the basis of the information supplied by the Purchaser, Moro S.r.l. disclaims all responsibility for any mistake due to imprecise and incomplete data.

2.4. The orders regularly accepted by Moro S.r.l. can not be cancelled by the Purchaser without Moro S.r.l.'s consent in writing.

Art. 3 Prices

3.1. The prices of the Products are those mentioned in Moro S.r.l.'s price list in force at the time of forwarding the order offer and they shall be understood as net of VAT and discounts.

3.2. The prices of Products shall be understood as accepted at the time the sales offer is accepted by the Purchaser or at the time the order confirmation is issued by Moro S.r.l.

3.3. The prices of the Products are always understood as ex works. This means that any other expense relative to the transport and/or delivery of products will be charged to the Purchaser's account only, except for any other agreement in writing between the parties.

3.4. Moro S.r.l. reserves the right to amend - at any time - the price list in force in case the adjustment is due to any circumstance out of Moro S.r.l.'s control (merely by way of example: any increase in the cost of raw materials, the labour force or any other factor involving a considerable increase in production costs).

3.5. The prices of any "special" Product (to be understood as products, the technical measurements and characteristics of which are other than Moro S.r.l.'s standard ones, supplied and directly agreed upon with the Purchaser) - if not already included in the price list - will be directly agreed case by case with the Purchaser.

Art. 4 Payments

4.1. The payments shall be made at the expiry date in compliance with the instructions supplied by the offer, the order confirmation or the sales invoices.

4.2. Any dispute does not relieve the Purchaser from the payment of the invoices.

4.3.1 The payments and any other amount due to Moro S.r.l. on any account whatsoever shall be made to the domicile thereof only.

4.3.2 Any payment made to Moro S.r.l.'s agents and/or representatives without the formal consent by Moro S.r.l.'s Administrative Office are not understood as being made and, therefore, they do not relieve the Purchaser from its obligation until the relative amounts are received by Moro S.r.l..

4.4.1 In addition to any notice of change in the company's financial position or decrease in any guarantee of solvency (such as by way of example: debit balances, actions for execution, protests, distraints), any delayed or irregular payment grants Moro S.r.l. the right to:

a) suspend and - in the most serious cases - cancel the supplies in progress, even if not relative to the payment in question;

b) vary the payment terms and discounts for the subsequent supplies, even by requesting for a payment in advance or for the issue of further guarantees.



4.4.2 Starting from the date of expiry of the payment, the default interests will be automatically due to the extent established by Lgs. D. 231/2002.

4.5.1 If the payment is to be totally or partially made after delivery, the Products delivered remain Moro S.r.l.'s property until the price agreed is entirely paid.

4.5.2 If the Products in question are not "special", i.e. the technical measurements and characteristics of which are such that the said products are unique, Moro S.r.l. will be entitled to enter in possession of any product sold by virtue of retention of title and to charge the costs to the account of the Purchaser, who shall abstain from acting or behaving in such a way that may prevent Moro S.r.l. from enforcing the title of ownership.

4.5.3 If the Purchaser transfers the Products to third parties, Moro S.r.l.'s rights will be transferred on the price of Products until the payment is fully made.

4.5.4 It is understood that Moro S.r.l. will be entitled to compensation for damage in case of violation of the obligations as per point 4.5.2.

Art. 5 Delivery and justifiable delays

5.1.1. Unless otherwise agreed, the Products are supplied ex works, at Moro S.r.l.'s factory located in Barlassina Via Pirandello 10.

5.1.2 As a consequence, Moro S.r.l. is not responsible for any loss or damage to Products after the delivery thereof to the Purchaser; the Purchaser will be in no case relieved of its obligation to pay the price of Products if the loss or damage to Products occurs after the Products have been delivered to the Purchaser.

5.2. The Purchaser who fails to take the goods on consignment on the terms agreed shall refund Moro S.r.l. of the expenses borne for the goods storage till delivery or - where possible - till the sale to third parties, which may occur 30 days after the delivery date originally agreed upon.

5.3. Delivery terms have a merely indicative value and they are calculated as working days. As a consequence, Moro S.r.l. disclaims all responsibility for any damage due to total or partial advanced or delayed delivery.

5.4. If the Purchaser fails to pay the amounts due relative to other supplies, the starting date of the delivery terms is suspended and Moro S.r.l. may delay the deliveries until the Purchaser has paid the amounts due.

5.5. If a change is made to the orders and accepted by Moro S.r.l., the starting date of the delivery terms will be the date on which the change is made.

5.6. Moro S.r.l. will not be liable for the non-observance of its contractual obligations if the said non-fulfilment is directly or indirectly due to:

- a) causes not ascribable to it and/or causes of force majeure;
- b) the Purchaser's operations (or omissions), including the failure to forward all necessary information and approvals to Moro S.r.l. to enable it to do its own job and to provide for the supply of Products;

If one of the said circumstances should occur, Moro S.r.l. will make the new delivery date known to the Purchaser.

5.7. Any non-conformity of the Products delivered to the Purchaser with respect to the type and quality specified by the order shall be made known in writing to Moro S.r.l. no later than 5 days after the delivery date. If the notice is not served in writing by the said term, the delivered Products will be considered as compliant with those ordered by the Purchaser.

Art. 6 Guarantee

6.1. Unless otherwise agreed in writing, the guarantee will last 12 months from the delivery date and it covers the Products supplied and corresponding to the content of the offer and of the order confirmation in terms of quality and type.

6.2.1 The Purchaser shall check the compliance of Products before using them and notify of any manifest vice or defect in writing (by detailing the vices or non-conformities it may have found out) no later than 8 days after the delivery date of Products; whereas the notice of any hidden operation defect (that can be found out only when the product is used) shall be served no later than 8 days after the discovery of the defect.

6.2.2 The Purchaser will lose the guarantee right if it fails to return defective products ex Moro S.r.l.'s site in Barlassina via Pirandello 10, no later than 10 days after the defect has been reported or if it does not allow any inspection Moro S.r.l. may reasonably require.

6.3.1 The guarantee will be null and void with reference to the Products, whose defects are due to:

- a) improper operation conditions;
- b) improper handling;
- c) false assembly;
- d) excessive operation;
- e) natural wear;
- f) damage caused during transportation or for any other reason due to the non-observance of the operation instructions supplied by Moro S.r.l.'s general catalogue and operation booklet, improper maintenance or preservation of Products, repairs or changes the Purchaser or third parties may have made without Moro S.r.l.'s prior consent in writing.

6.3.2 Moreover, the guarantee does not cover the damages and/or defects of the Products due to failures caused by or related to parts directly mounted/added by the Purchaser or the end consumer.

6.3.3 With reference to the Products "on account of manufacture", the guarantee will not be applicable with reference to the damages and/or defects of the Products not due to Moro S.r.l.'s actions or defaults, but directly or indirectly ascribable to causes that can be referred to the products delivered to Moro S.r.l. for the purpose of manufacture within its sphere of competence.

6.4. Following the Purchaser's regular claim and after the initial defectiveness of the equipment has been ascertained, Moro S.r.l. may - at its own discretion -:

- a) repair defective products;
- b) supply the products of the same kind and in the same quantity as those that have proven to be defective on a free basis;
- c) issue a credit note in favour of the Purchaser for an amount equal to the value specified in the invoice of returns;

d) refund the costs the Purchaser has borne to dispatch the Products to Moro S.r.l.'s works.

6.5. If the defects found out on the products are not due to Moro S.r.l.'s responsibility, the expenses for repairing and replacing the components will be charged and invoiced to the Purchaser's account.

6.6. However, the Purchaser may claim no guarantee rights against Moro S.r.l. if the price of the Products has not been fully paid on the terms and conditions agreed even if the non-payment of the price on the terms and conditions agreed is referred to Products other than those for which the Purchaser intends to claim the guarantee.

6.7. The guarantee pursuant to this article excludes Moro S.r.l.'s responsibility for any other damage brought about by the supplied Products; in particular, the Purchaser may claim no compensation for damage and Moro S.r.l. may be in no way held liable for the failure to use the Product or any machinery related thereto as well as for any technical shut-down thereof and for any other direct or indirect damage.

Art. 7 Rules on Technical Data and documents relative to the supply

7.1. Moro S.r.l.'s products comply with the technical laws and rules in force in Italy. As a consequence, the Purchaser undertakes to check any non-conformity between the Italian rules and those of the country of destination of products, thus holding Moro S.r.l. harmless.

7.2.1 The weights, sizes, performance values, standard colours and other data relative to the products supplied and specified by Moro S.r.l.'s catalogues have a merely indicative value and they are not binding, except for when they are specified as such in the sales offer or in the order confirmation.

7.2.2 However, Moro S.r.l. reserves the right to modify the constructive details of its own products at any time for the purpose of improvement. The Purchaser will be informed if the variation is a substantial one (merely by way of example: modifications affecting performance values, installation modes, the interchangeability features of products, etc.).

Art. 8 Confidentiality and Intellectual Property Rights

8.1 The information, documentation, data and drawings that are Moro S.r.l.'s property and that are sent to the Purchaser shall not be disclosed to third parties and they may not be reproduced without Moro S.r.l.'s prior consent in writing.

8.2. Intellectual property rights are Moro S.r.l.'s sole and full property and if made known or used within the scope of the relationships between the Parties, this will originate no right or claim in favour of the Purchaser, who acknowledges that the trademarks are Moro S.r.l.'s sole and full property and who undertakes to abstain from using and registering similar trademarks that can be confused with those owned by Moro S.r.l. and used only for the purposes according to these General Conditions and in observance of the directives supplied by Moro S.r.l.

Art. 9 Applicable law and Place of jurisdiction

9.1. These General Conditions and the relative supply contracts will be governed by the Italian law.

9.2.1 The Court of Monza will be the sole place of jurisdiction for any dispute any way related to the contracts, for which these General Conditions are applicable.

9.2.2 Derogating the above, Moro S.r.l. will be any way entitled to act in front of the Purchaser's Court.

Barlassina, 30th October 2014



The Managing Director
Carlo Moro



The following articles are explicitly approved:

Art.2 (Offers and Sales) – Art.3 (Prices) – Art.4 (Payments) – Art. 5 (Deliveries and justifiable delays) – Art.6 (Guarantee) – Art. 9 (Applicable law and Place of Jurisdiction).



The Managing Director
Carlo Moro

