

## **KME BRASS ITALY S.r.l.** **GENERAL SALE CONDITIONS**

- 1. Orders.** Offers made by KME Brass Italy S.r.l. (hereinafter "KME") shall be considered without binding effect and any possible order - though agreed upon by KME agents or sales representatives - shall be deemed to be a final order only if a previous order confirmation has been issued by KME.
- 2. Transfer of risk.** Transport of goods is at buyer's risk, even in case of free delivery supplies. Therefore KME rejects any claims either for weight deficiency or for damages which may have occurred during forwarding or unloading. Carriers shall be held responsible for any such contingency and buyer shall take all reasonable steps against carriers before collecting goods. This circumstance shall apply also to sea shipments, therefore all claims shall be addressed by buyer directly to the shipping and the insurance Companies involved.
- 3. Terms of delivery.** Terms of delivery agreed upon shall not be binding. Any delay shall neither cause buyer's order cancellation nor any claim for reimbursement nor give rise to right to damages or interest. In any case, terms of delivery shall become effective upon full definition and conclusion of order with confirmation in writing by KME.
- 4. Packaging.** If so required or necessary, packaging will be invoiced at cost price. Unless previous agreement, returns will not be accepted.
- 5. Payments.** Payment for the full invoice amount is due cash net on maturity date at KME head office in Florence, 2, Via dei Barucci. After expiration of maturity date, commercial interest shall be charged on buyer's account. In case of total or partial late payments KME will be entitled to draw a B/E plus interest and expenses/ stamps, additionally KME will be entitled to file any other action to collect KME's credits as well as to cancel and terminate outstanding orders, without buyer's right to claim for compensation and/or indemnifications or to claim for advance payments of further outstanding deliveries.
- 6. Testing.** When so required, inspection and testing on goods shall be carried out in KME's plants before shipment at buyer's expenses. After fifteen (15) days from notice of readiness of ordered goods, without inspection and testing being at least begun, buyer will be considered as waiving all his right with respect to such actions and KME will provide for shipment of goods without further delay.
- 7. Warranty.** In the event of goods being allegedly defective due to use of defective materials as well as due to hidden faults and/or dimensional differences exceeding normal manufacturing tolerances which might be discovered only after delivery, KME shall replace such defective goods in reasonable time without any right of buyer to reimbursement of any kind or to damages. Buyer shall return defective or faulty goods FOB KME's plants; upon appropriate inspection KME shall credit buyer's account for such quantities returned.
- 8. Claims.** Claims are to be addressed within eight (8) following reception of goods by buyer.
- 9. Force majeure.** Strikes, wars, epidemics, lack or deficiency of wagons or freights, railway hold-ups, scarcity of materials, machinery failure and whatever cause may force KME to a partial or total stop-work shall be considered as force majeure and will entitle KME to suspend execution of contracts.
- 10. Applicable law. Competent jurisdiction.** Any legal disputes also with foreign companies and/or citizens or regarding goods delivered abroad are to be regulated by Italian law, derogating to provisions contained in artt. 32, 35 and 36 of the Italian Code of Civil Procedure. Venue for any action shall be the Court of Florence, being the buyer not entitled to start legal proceeding in any other place either by guaranty or similarity of object between pending actions. However, when acting as a plaintiff, KME reserves the right to file its action at the buyer's head office in Italy or abroad.
- 11. Enforcement.** In case of buyer's non-fulfilment of the contract, supplier reserves the right to enforcement according to art. 1515 of the Italian Civil Code, notwithstanding any agreed tolerance of such a non-fulfilment.
- 12. Acceptance of General Conditions of Sale.** Any and all conditions herein included (available on KME's homepage: [www.kme.com](http://www.kme.com)) are deemed to be fully understood and accepted by buyer without any reserve by placing an order in whatever form.
- 13. Organisational model pursuant to Italian Legislative Decree 231/2001.** By placing an order in whatever form, all principles of conduct applied by KME in compliance with Italian Legislative Decree 231/2001 and published on KME's Internet site: [www.kme.com](http://www.kme.com) are taken to be accepted by buyer without any reservations whatsoever.
- 14. Treatment of personal data.** By placing an order, buyer expressly confirms to be informed of prospectus edited by KME according to Italian Data Protection Code, Legisl. Decree no. 196/2003 (also visit KME's homepage: [www.kme.com](http://www.kme.com)).