

GENERAL CONDITIONS OF SALE

1. Validity of the General Terms of Sale

1.1 All sales and supplies of DELLAS S.P.A. products (the “Products”) are subject to the general terms of sale established by DELLAS S.P.A. (the “Vendor”) and every order sent shall imply acceptance thereof by the purchaser (the “Purchaser”).

1.2 Any derogation from the general terms of sale shall only be valid if expressly approved in writing by the Vendor. Unless otherwise agreed in writing, these general terms of sale shall prevail over any terms of purchase of the Purchaser, regardless of when sent to the Purchaser and/or received by the Vendor.

2. Orders and Order Confirmation

2.1 The orders sent to the Vendor shall constitute a contractual offer and cannot be revoked by the Purchaser for a period of 60 days.

2.2 Upon receipt of the order, the Vendor shall send the relative order confirmation with an indication of all contractual terms and request of written acceptance of the same by the Purchaser. The contract will be concluded only upon receipt by Vendor of the offer confirmation duly signed by the Purchaser.

2.3 In the event of cancellation, variation or partial revocation of the order by the proposing party within 60 days, the latter shall incur a penalty of 20% of the total value of the Products for which the order had been made, without prejudice to the right of reimbursement of further damages. The parties acknowledge that DELLAS S.p.A. shall be at liberty to accept or refuse the orders; in the event of refusal of one or more orders, the proposing party may not request payment for any damages, under any title.

3. Subject of the Agreement

3.1 The subject of the Agreement only includes goods and services indicated in the order confirmation submitted by DELLAS S.p.A. any additional service shall be agreed to in writing and shall be invoiced separately.

4. Prices

4.1 Without prejudice to specific conditions agreed to in writing, the sale prices, unless otherwise expressly agreed, are “ExWorks” and net of packaging costs, duties and taxes.

4.2 Unless otherwise agreed in writing, payment shall take place within 30 days from the date of invoice.

5. Delivery and Transport

5.1 The terms of delivery are only approximate and are not binding on the Vendor.

5.2 The Purchaser acknowledges that he/she shall not be entitled to claim any damages for any delay in the delivery of the merchandise from the approximate date indicated.

5.3 Nevertheless, the delivery is conditional to the punctual payment of sums agreed upon and due.

6. Payments and Retention of Title

6.1 Payment shall be effected upon delivery of the merchandise in favour of the Vendor or its authorised agents, unless otherwise indicated in the agreement or order confirmation.

6.2 The Vendor shall retain ownership of the Products sold until full payment of the purchase price. Until then, the Vendor shall be entitled to reclaim the products at any time.

6.3 Non-payment or only partial payment on the due dates agreed upon of itself, and hence with no need for any express placing in default shall trigger:

a. Default interest at the rate established by the joint provisions of Art. 4. and 5.1 of Law Decree no.231/2002 on late payment in commercial transactions- or at the rate established by other regulations that shall be applicable - shall run in favour of the Vendor from the due date of payment until actual settlement..

b. The Vendor shall be entitled to immediately interrupt any other supplies, including those relative to other orders;

c. The Purchaser may be requested to pay immediately any other pending sums, with the seller thus being entitled to demand immediate payment of the whole debt due for all supplies carried out and not yet settled for all different contracts of sale concluded with the buyer.

7. Warranty and Disputes

7.1 The Vendor warrants the quality of the Products and that these are free from any defects. The Vendor's guarantee is limited to the conformity of the diamond segments or diamond beads and specifications detailed in his offer and in the ensuing confirmation of order, and to the aptness of weldings or assembling of diamond segments or diamond beads and steel supports. The steel wire of support of the diamond wire can be subject to rupture, hence the Buyer is obliged to operate following the use instructions of the Products indicated by the producer of the machinery and the provisions for the safety of the operators, keeping at safe and adequate distance from the machinery when it is being operated.

7.2 The Purchaser shall ensure that the Products delivered comply with the order and shall verify that these correspond to the agreed contractual specifications. The latter shall send notification of any defects by email or fax, together with a copy of the delivery document signed by the carrier, within 8 days of receipt of the Products on pain of forfeiture. Any latent defects not noticeable upon delivery, shall be notified to the Vendor within 8 days from their discovery, on pain of forfeiture.

7.3 The Vendor does not guarantee any specific use of the goods sold. The diamond tools are used on the Purchaser's machines entirely under his own responsibility, thus releasing the Vendor from any liability, as to the cutting speed and performance of the tools-machinery combination.

7.4 In the event of defective products or items lacking the quality agreed upon, the Vendor shall be obliged to replace the defective and/or low quality products within a reasonable time; the Purchaser shall not be entitled to reimbursement for any damage suffered, also in connection with damages deriving from the use of the Products on the machinery, including damages to employees or third parties, to the worked materials or other goods.

7.5 At the time of notification of a defect, the Purchaser must make the defective item available for inspection.

7.6 Upon ascertainment of a defect, the Vendor shall at its discretion offer a reimbursement of part of the price or replace the material, at its sole expense.

7.7 The warranty shall only apply where the Products are used according to the instructions and technical guidelines provided by DELLAS S.P.A. and shall be valid for 12 months from the date of delivery of the product.

7.8 The Seller is released from any liability for damage or casualties due to accidents arising from the use of the goods sold.

8. Returns

8.1 The Vendor shall not accept Product returns for any reason or under whatever title.

8.2 The only returns accepted shall be for defective goods, provided that the procedure indicated at clause 7.

9. Applicable Law and Jurisdiction

9.1 Italian law shall govern the contracts of sale and supply and the 1980 Vienna Convention on the sale of goods is expressly excluded. The Court of Verona shall have exclusive jurisdiction over any dispute arising between the parties on the conclusion, interpretation, execution or resolution of the contracts between the Parties; it is expressly agreed that no other Court shall have jurisdiction. However, the Vendor alone shall be entitled to file a lawsuit in the Court where the Purchaser is resident or has its headquarters.

10. Personal data protection and processing

Pursuant to art. 13 of the European General Data Protection Regulation (EU) 679/2016 (GDPR), DELLAS S.p.a. and the Customer declare to be mutually informed about: the identity and contact information of the data controller; the legal basis, purposes of, and methods for processing personal data; disclosure of personal data to third parties; data retention period; mandatory or optional provision of personal data and the consequences of any refusal to provide them; the data subject's rights.

By entering into this contract, the parties consent to the processing of their data pursuant to art. 7 of the GDPR and confirm to have read the privacy notice on <http://www.dellasdiamondtools.com/company/legal-notes>.

According to art. 1341 of the Italian Civil Code I expressly approve the following clauses: 2. Orders and Order Confirmation; 5. Delivery and Transport; 7. Warranty and Disputes; 9 Applicable Law and Jurisdiction.

May 25th, 2018