



MICROTEM s.n.c.

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PURCHASING CONDITIONS

1. DEFINITIONS

1.1 In the “**PURCHASING CONDITIONS**”, the following definitions shall have that meaning set out below:

- “**MICROTEM**” means MICROTEM s.n.c.;
- “**ORDER**” means every document sended by the customer via fax or e-mail to Microtem;
- “**PURCHASER**” means any society, corporation, or legal entity which would like to buy products from Microtem;
- “**PRODUCT**” means any good or service provided by Microtem;
- “**SALE**” means every contract of sale agreed between Microtem and the Purchaser.

2. SCOPE

2.1 These conditions of purchase shall apply to all orders placed by the Purchaser. The only purchasing conditions accepted by Microtem are those expressed in this document. Any other conditions and deviations from the Purchasing Conditions, even if attached to the order, shall not be binding unless agreed to by Microtem in writing. The following purchasing conditions are subject to change without notice and will take effect 30 days after the dispatch of them to the Purchaser.

ORDER

3.1 The only valid order confirmation is the one sent by Microtem on its own order confirmation form to the Purchaser. The order is valid from the dispatch of the order confirmation to the Purchaser or just from the beginning of the execution from Microtem.

3.2 The orders accepted by Microtem can not be cancelled from the Purchaser, unless the consent of Microtem.

DELIVERY

4.1 The delivery terms are approximate and they take effect from the receiving of the order on every detail of the contract.

4.2 The delivery term indicated in the order confirmation means the day of departure of the products from Microtem.

4.3 Unless expressly stated otherwise from both sides before shipping, Microtem is committed to deliver their products until the last day of the month, without accepting claims from the Purchaser even if specified at the moment of the order.

4.4 Unless otherwise agreed to in writing by both sides, Microtem deliver their products free ex works, according to INCOTERMS latest version, published by the International Chamber of Commerce.

4.5 The delivery will be made by the data fixed in the order confirmation. If a deadline has not been established, the delivery will be made within 60 days from the first working day following the order confirmation.

4.6 Microtem will not be held responsible for delays or non-delivery, or partial delivery in case of external events beyond the control of Microtem, as delays for strikes, lockouts, interruptions or suspension of carriage, in case of force majeure, in case of delay from the Purchaser in communicating fundamental technical data for the completion of the product, and in case of difficulties in obtaining raw materials or semifinished from Providers.

4.7 The above events are just examples, the occurrence of which will not entitle the Purchaser to claim compensation of the possible damages or compensation of every kind.

4.8 We will not accept complaints within 8 days from the receiving of goods.

PRICES

5.1 The price quoted by Microtem is valid only for the order confirmation to which it refers and it is not binding for future orders.

5.2 The prices are not inclusive of benefits or costs not specified in the order confirmation and, anyway, they do not include taxes which are in force in the destination place

TRANSPORT

6.1 Unless otherwise agreed by both sides, the transport is to be understood at the expense and risk of the Purchaser, even in case of DDP (DELIVERY DUTY PAID). Consequently, Microtem will not be responsible for damages, breakage or dents. In any case the recipient should claim against the society or the courier who made the transport.

6.2 Unless otherwise agreed by both sides, a transport of less than 100,00 Euro is to be considered as a carriage forward.

6.3 If the transport is entrusted to Microtem, it will be made in the most convenient way, except mandatory and written communications agreed between Microtem and the Purchaser.

WARRANTY

7.1 Microtem warrants their mechanical seal for 12 months from the delivery date. The warranty is valid only in the case of a verified failing of the material or of the production. Only in this case Microtem will provide, as a guarantee, the replacement or the supply of the useless goods.

7.2 The warranty will cease in case the seals are disassembled, repaired, or modified without the written consent of Microtem. It is considered out of warranty the storage and the use of the mechanical seal which do not follow the specific information provided by Microtem.

7.3 Any expenses for the personnel or for the professionals which will be required to intervene on non-conformity will be in charge of the Purchaser, as well as the transport.

RESPONSIBILITY

8.1 Microtem is exempted from any liability and any direct or indirect duties arising from damages due to the failure or malfunctioning of the mechanical seal.

8.2 The customer will not be able to assert their warranty rights towards Microtem if the products have not been paid under the terms established between the two sides at the moment of the Order.

8.3 Microtem makes no warranties about the conformity of the products to the rules and regulations of countries outside the European Union.

PAYMENT

9.1 Payments must be made directly to our offices following our indications.

9.2 Payments must be made in Euros.

9.3 In case of late payment Microtem may decide to suspend or cancel ongoing deliveries

9.4 If the delay in payment from the Purchaser exceeds 60 days, Microtem will apply a interest rate equal to 7 % of the amount due.

9.5 For any objection the competent court is the Court of La Spezia.