



## **MONDIAL S.p.A. - GENERAL CONDITIONS OF SALE AND DELIVERY**

### **1. ORDERS AND ACCEPTANCE**

Any order implies strict adherence by the customer to these General Conditions of Sales, that shall prevail notwithstanding anything contrary thereto in customer's order, customer's general purchasing conditions or in any other document put forward by the customer, unless otherwise previously agreed and accepted by Mondial.

The customer shall submit Mondial S.p.A. an order within the date indicated on the quotation, or should the date not be indicated on the quotation, at least within 30 days from its date of issue. After a period of 30 days from its date of issue, Mondial S.p.A. shall reserve the right to withdraw it.

Any order shall specify the quantity, the exact description of goods (name, type, etc).

Any order shall be binding for the customer and shall become binding for Mondial S.p.A. only upon written acceptance by Mondial S.p.A. (order acknowledgement), except for what indicated at paragraph 4.

Any change, ancillary agreements, submitted by the customer shall be submitted in writing and shall be approved by Mondial.

Mondial S.p.A. shall be entitled to supply components which may differ from the standard products indicated in catalogues or brochures, provided that the former do not change functional requirements.

Should the customer require a particular design, the customer shall specify it in writing and his request shall be submitted to the acceptance by Mondial.

Mondial S.p.A. shall not accept any penalty arising out of the dispatch of orders.

### **2. LIMITS OF LIABILITY**

Mondial's products are not designed nor tested for applications geared to aircraft sectors and for applications where product failure may cause injuries to persons and things.

Mondial S.p.A. and his suppliers will under no circumstances be liable or responsible for damages or injuries due to negligence or misuse.

### **3. DELIVERY**

Any delivery shall take place in accordance with the conditions and terms indicated in the order.

Delivery terms will comply with the last version of INCOTERMS.

Pursuant to Incoterms rules the transfer of risk to the customer occurs with the transfer of title.

The customer shall be always liable and responsible for deliveries, even in CPT or CIP arrangements.

The method of packaging and the packaging material will be determined by Mondial S.p.A. at its sole discretion.

Shipping dates quoted on order acknowledgements refer to dispatch dates. They are given as an indication only and are in no way a firm commitment on the part of Mondial S.p.A. to deliver by a certain date.

No recourse may be brought against Mondial S.p.A. due to late delivery and no order can be cancelled due to the same. Late delivery may neither allow to claim damages against Mondial S.p.A. due to disputes arising between the customer and its own customers.

### **4. PRICES**

As for standard products, prices quoted on Mondial quotations or order acknowledgements are firm. As for customized products or products on demand, Mondial S.p.A. will reserve the right to stipulate the price each time and to adjust the ordered quantity.

All prices are given by Mondial S.p.A. on an "ex-works" basis and exclude packaging.

Mondial S.p.A. shall be entitled to increase prices in the event of increases in the cost of materials, labour and etc. becoming effective before the date of delivery.

The prices acknowledged by Mondial S.p.A. are valid for the quantity ordered. Should the quantity be altered, Mondial S.p.A. reserves the right to modify the unit price accordingly.

### **5. DELIVERY TERMS**

Any terms quoted for delivery of the goods are approximate only. Mondial S.p.A. will use reasonable endeavour to effect delivery on agreed dates.

Mondial S.p.A. shall reserve the right to modify delivery dates in the event of:



- 1) lacks or delays by the customer in supplying Mondial S.p.A. with all necessary information, instructions or approvals to the fulfillment of the order;
- 2) changes submitted by the customer and approved by Mondial S.p.A. after the receipt of the order;
- 3) default of payment by the customer;
- 4) force majeure (see paragraph 9).

Mondial S.p.A. shall not recognize any indemnity for delayed delivery due to aforementioned reasons.

## **6. PAYMENTS**

Payments shall take place in accordance with the terms quoted in the order.

If the customer fails to pay the price by the due date, Mondial S.p.A. shall have the right to require the payment of the contract and to charge interest up to an amount as defined in Legislative Decree 231/02.

Default of payments within the prescribed terms and times authorizes Mondial S.p.A. to suspend further deliveries and terminate the contract in whole or in part by notice in writing and without prejudice to any other right or remedy accrued or accruing to Mondial S.p.A. itself.

Mondial S.p.A. shall be not liable for any loss, damage, interest or cost whatsoever arising from such cancellation.

Any complaints concerning a supply do not entitle the customer to withhold any payment when due.

## **7. CLAIMS**

Any claim for defects due to misuse, loss in quantity shall be notified by the customer to the carrier.

Any visual defect shall be notified within 8 days of its delivery.

Any alleged defect which is not reasonably apparent on visual inspection shall be notified by the customer within 8 days after the time at which the alleged defect ought reasonably to have been discovered.

In no event the customer will be entitled due to a claim to cancel or reduce an order, to ask for an indemnity or a postponement in payment terms

Any return of goods shall be always submitted to the prior approval by Mondial sales department. This applies to all deliveries, included the events when goods delivered differ from the order.

Mondial S.p.A. shall accept the return of goods only if the goods and their packaging are undamaged and without damage.

As for customized products or products on demand, the customer shall be in no event entitled to ask for a return of goods in case of wrong ordering.

Should Mondial S.p.A. accept the return of goods, goods shall be returned by the customer only after the customer has paid the invoices in full plus a charge of 15% of the invoice price (minimum 50 Euro).

The customer must return any goods that are subject of any claim packed and carriage paid to Mondial warehouses with a note indicating the quality, the quantity of the goods, the original invoice details and the reasons of the claim.

## **8. WARRANTIES**

Mondial S.p.A. warranty is valid for a period of 12 months from the date of delivery.

The warranty is strictly limited to reimbursement or replacement of products accepted as defective in workmanship or materials.

The customer must notify any visual defect within 8 days of its delivery.

The customer must notify any alleged defect which is not reasonably apparent on visual inspection within 8 days after the time at which the alleged defect ought reasonably to have been discovered.

Mondial warranty shall cease if returned goods have been misused or repaired.

Mondial S.p.A. will be under no liability in respect of any defect in goods arising from accidental events.

Any deterioration or defect resulting from normal wear and tear, accident or misuse (in particular defective maintenance, unfit lubricant, overload, improper assembly, etc.) is excluded from the warranty.

Products accepted as defective by Mondial S.p.A. will, at Mondial choice, either be replaced, or the invoice value reimbursed, in part or in total.

Mondial S.p.A. will under no circumstances be liable or responsible for any loss of profit or other direct or indirect damages.



#### **9. FORCE MAJEURE**

Mondial S.p.A. shall not be liable for any failure to perform any of its obligations where such failure is a result of a Force Majeure event, in particular but not limited to: natural disasters, storms, floods, frost, fires, supply difficulties, strikes or other labour conflicts, communication or traffic channels dysfunction or interruption, regulations of government authorities prohibiting the convertibility or transfer of foreign currencies, the import, export or sale of the products or any delay in connection with cargo security requirements or with obtaining necessary administrative authorisations in due time.

#### **10. INTELLECTUAL PROPERTY – CONFIDENTIALITY**

Mondial S.p.A. remains the owner of the intellectual property of the projects, studies, drawings, models and objects it carries out or which are carried out on its behalf. They cannot be disclosed or used without its prior written agreement.

The customer shall keep confidential the written or oral information of Mondial S.p.A. which are disclosed directly or indirectly, even after the termination of their contractual relationship.

#### **11. TOOLS, MOULDS, SPECIFIC EQUIPMENT, PROTOTYPES**

Contribution to costs of making the tools (tools, moulds, etc.) which could be asked to the customer does not imply any transfer to its benefits of the physical property of such tooling nor of any intellectual property rights thereon, unless otherwise agreed.

#### **12. DIVISIBILITY**

If any provision of the present general conditions is or becomes invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the enforceability of the remaining provisions of the present general conditions which will stay completely in force.

#### **13. VALIDITY**

These conditions supersede and invalidate any previous terms and agreements, which shall become null and void.

Any variation to these conditions shall become binding only upon written acceptance of Mondial.

#### **14. JURISDICTION**

Any communication about the contract shall be in writing to the registered office of Mondial S.p.A. in Milan, via G. Keplero 18.

Any disputes arising out of the contract are to be subject to the sole jurisdiction of the courts of Milan.

#### **15. LEGISLATIVE DECREE NO. 231**

Mondial S.p.A. has adopted and effectively implemented a Code of Ethics and an Organizational and Management Model in compliance to Legislative Decree no. 231 dated 8 June 2001 (see Mondial S.p.A. website [www.mondial.it](http://www.mondial.it)).

In the event of breach by the customer of the principles in the aforementioned Code and Models Mondial S.p.A. shall be entitled to cancel the contract.