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Registro Imprese Vicenza 26501/2000
R.E.A. Vicenza N. 278537
P.IVA IT 02829300249
Cap. Soc. Euro 1.000.000,00 i.v.

GENERAL SALES CONDITIONS

ART. 1 ORDERS – All sales of goods are subject to the conditions set forth herein. Orders are valid only following our approval and confirmation, and only after the present order confirmation has been returned to us and signed for acceptance in its entirety by the customer.

ART. 2 PRICES – The prices of our products are as shown in our official price lists or offers, and may be changed at any time. All purchasing orders, even if confirmed, are considered approved except in case of increment in price from suppliers or as a result of circumstances beyond GBE control. In such case, GBE reserve the right to increase the selling price to the Customer proportionally to the increment in price forced to GBE. In case this increment is bigger than 5% between the Order Confirmation and the Delivery Date, the Customer will be informed in written form (fax, email or priority mail) and has the right to terminate the contract by a communication in written form (fax, email or priority mail) to GBE within 5 days from GBE communication.
Only those prices shown in our order confirmations are to be considered fixed, with the exception of possible price revisions for long-term supply contracts. Prices quoted, unless otherwise specified, do not include packaging, shipping, installation and technical assistance for assembly. All related taxes, VAT, stamp duties, registration fees, customs duties, etc., are always excluded from the price and are to be paid by the Buyer.

ART. 3 SHIPPING – Delivery terms are to be considered ex-works unless otherwise indicated in the order confirmation. The goods travel according to the Incoterms 2000 specified on the order acknowledgement.
The goods in transport become the responsibility of the Buyer, even in the event that shipping charges are included in the sales price or when we deliver the goods ourselves. All disputes related to shipment are to be made in writing within eight days of receipt of the goods.
The delivery date is merely indicative and is calculated based on the receipt date of the signed copy of this order confirmation. Compliance with this date is dependent upon the availability of component parts from other suppliers and upon other company commitments. Any delays in relation to the established delivery date do not imply the right to contract termination or any manner of compensation for damages. Any indemnity requirements referred to direct costs (unloading, installation or dismantling costs or costs of personnel employed for this task) and indirect costs (prolonged closure of construction site, loss of profits or loss production) due to late delivery of goods ordered. Delivery is to be considered complete for all purposes upon communication (which can include the invoice alone) that the goods are ready and available to the Buyer, or that they have been delivered to the shipping company. Two weeks after notification of the goods readiness, GBE will charge the storage costs according to the following formula: 0.05 Euro per each kVA for each transformer a week. Upon notice that goods are ready, even if they are not retrieved by the customer by the agreed date or if delivery arrangements are not made, the Seller is authorized to issue the delivery note and the sales invoice, subject to the possible request of compensation for demurrage and holding charges on finished goods.

ART. 4 PAYMENT – Payment must always be made in accordance with the conditions established upon ordering and as indicated in our order confirmation. Unless otherwise specified, payment is considered valid only when made to our head office. However, the Buyer hereby authorizes the debt resulting from this agreement to be assigned to others, in accordance with art. 1260 of the Italian civil code and subsequent amendments. In the event of failure to make payment, in whole or in part, in a timely manner, interest charges will be calculated based on the current prime rate plus 2 points, with all other related rights remaining in effect. Goods shall remain the property of the Seller, even in the event of bill of exchange or any novation of contract, until full payment of the established price (as per art. 5).
Until such time, the Buyer must not move the goods or transfer possession of them. Any machine idle time due to alleged defects, covered within the warranty period, does not imply the right to suspend payment in whole or in part.
The completion of the delivery is subject to full compliance with the punctual payment for the previous deliveries, also due to other contractual relationships. The delivery of the products is subject to suspension if the client's financial standings might endanger the payment itself.

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ART. 5 RETENTION OF TITLE – In the event of deferred payments, machinery sold shall remain the property of GBE until full payment of the established price has been made (art. 1523 of the Italian civil code and subs. amend.). During this period, in the event of failure to make payment in whole or in part, the machinery sold may be reclaimed by GBE wherever the machinery is found, even if incorporated with assets owned by the Buyer or other parties. Any payments already made shall be withheld by the Seller to be applied to any greater expenses. Payment by cheque, bill of exchange, bank draft, or endorsed bill does not constitute payment until cleared and verified and in no way implies novation of the original debt, nor is it prejudicial to the retention of title. It is the right of GBE, as a safeguard and in the event it be necessary, to register the lien under art. 2762 of the Italian civil code.

ART. 6 WARRANTY – All GBE products are guaranteed against material and manufacturing defects for a period of 24 months from the delivery date. Any defect found within the warranty period must be reported in writing within eight days of its discovery. The warranty shall be fulfilled through the replacement or repair, free of charge, of the part(s) found to be defective, including any labor charges required for replacement.
The warranty is to be fulfilled by our offices in Orgiano; therefore, delivery charges for materials and travel expenses in the event a repair technician is required are to be paid by the customer. Beyond the conditions described above, any other compensation is excluded, nor may damages or compensation be claimed for idle time of the machine purchased, loss of production or profit loss. Components of other manufacturers used in our machines are covered by their own manufacturer's warranty. Also excluded from the warranty are all parts that are subject to normal wear and tear. Furthermore, the warranty does not cover failures or damage resulting from misuse, incorrect installation, insufficient maintenance, use of improper lubricants, machine overload, or modifications or repairs performed by unauthorized personnel. The warranty is invalid in the event of any breach of contract by the Buyer.
GBE refuses all responsibility, either civil or criminal, for any tampering with safety devices or warning labels which constitutes misuse of the machine or, in any event, use not in accordance with applicable law and/or manufacturer's instructions.

ART. 7 TECHNICAL SPECIFICATIONS – Data such as weight, size, electrical characteristics, etc., quoted with the offer are to be considered indicative, not binding. The Seller's designs, illustrations and catalogues are purely informative and may be subject to change at any time. The size and electrical characteristics reported in the order confirmation, such as power loss, short-circuit impedance, and size of the machine(s), shall remain within tolerance limits as established by applicable law.

ART. 8 TESTING – All machines manufactured by GBE undergo testing in their own workshop in accordance with internal procedures and applicable laws. Buyers are welcome to have their own technicians participate in this testing and will be charged as per the costs specified in our offer. Specific tests and inspections by certification boards can be arranged and quantified on a case by case basis.

ART. 9 INSTALLATION – Unless otherwise agreed upon, all operations of installation, assembly technical assistance, main and auxiliary electrical wiring, and anything not expressly indicated are to be considered excluded from the sale.

ART.10 STANDARDS COMPLIANCE – GBE machines are manufactured in conformity with the provisions of applicable law, for which related certifications may be issued. Along with the inspection certificate, GBE issues a certificate of conformity CE with reference to the applicable standards.

ART.11 GOVERNING LAW – In the event of dispute, the sole competent court is to be that of Vicenza, Italy.