

## **GENERAL TERMS AND CONDITIONS OF SALE NEW MASCHERPA SRL**

These General Terms and Conditions of Sale apply to all sales of goods for any reason whatsoever made by the

New Mascherpa srl, with registered office in via Meucci 13, Pozzo d'Adda, Milan.

By accepting the offer, you also agree to these terms and conditions of sale.

### **INSTRUCTIONS:**

Customer purchase orders have the value of an irrevocable proposal. Each customer order must clearly contain the type of products that are the subject of the same order. Where a deposit is required for the order, the order is considered completed only upon payment of the same and sending the relevant accounting to the info@newmascherpa.it address.

### **ACCEPTANCE OF DRAWINGS AND CONFORMITY:**

Once the order confirmation has been issued, New Mascherpa will send the customer the drawings of the parts or assemblies for dimensional acceptance.

Production can only be started after this acceptance and the production time starts from the date of sending the communication of acceptance of drawings.

The customer has the right to request further details within 5 days if the designs cannot be considered sufficient to proceed with their acceptance.

If, once the drawings have been accepted, the part or equipment should be different from the installed or requested but conforming to the drawings, New Mascherpa is relieved of any responsibility for non-conformity.

### **DELIVERY TIMES:**

The delivery times on offer are indicative. The actual delivery date is confirmed upon receipt of the order and is related to the acceptance of production drawings as per the previous paragraph.

Advances requested with respect to the term indicated in the offer, if granted, may involve extra costs to be estimated during the negotiation phase.

### **DELAYS:**

Any delays do not entitle you to compensation or to the cancellation of commissions, if they have not been particularly defined at the conclusion of the contract itself.

If, due to the customer's responsibility, the goods are not collected or authorized for shipment within 5 days from the scheduled date, they will be charged for storage € 8.00 + VAT per SQM per day of delay.

### **TRANSPORT**

Unless otherwise agreed between the parties, the goods travel at the risk and peril of the recipient, so New Mascherpa S.r.l. is not responsible for any theft and/or damage and/or total or partial shortages. The risk of damage or loss of the product passes on to the recipient at the time of shipment of the goods. The goods are shipped insured only if expressly requested by the Customer, with a charge of the surcharge relating to the service.

#### **When the goods are shipped free of charge:**

- **the discharge to the ground is not included unless explicitly requested by contract.**
- if the destination requires access by special means or times outside the weekday any extra costs will be charged to the customer.

It is important that the Customer, upon receipt of the goods, verifies that:

- the number of packages delivered corresponds to that indicated in the tax document that accompanies them;
- the goods correspond to what is actually indicated in the tax document;
- the packaging is intact, not damaged or wet or in any way altered or tampered with, even in the closing materials/seals (adhesive tape, strapping, etc.).

Any damage or mismatch in the number of packages, as well as any delays in delivery, must be immediately reported to the carrier making the delivery, affixing the wording "collection with reservation for lack and/or damage of n°... packages" on the appropriate tax document and confirmed by e-mail to New mascherpa S.r.l., within eight calendar days. Even if the packaging is intact, the goods must be checked within 8 to eight calendar days of receipt. Any hidden damage must be reported within eight calendar days to New mascherpa S.r.l.. Any report beyond the aforementioned terms and/or by means other than the above, will not be taken into consideration. The Customer assumes full responsibility for each declaration. Once the carrier's document has been signed, the Customer may not oppose any objection regarding the external characteristics of what has been delivered to him and the number of packages received.

**Transport in inaccessible areas**, accesses that are difficult to access with trucks, dirt roads and anything that can make road transport difficult at destination must be highlighted at the request stage and could involve extra costs.

### **GUARANTEE**

We guarantee the regular functioning of our equipment and spare parts by committing ourselves to replace free of charge, ex our factory, those parts that due to a construction defect or material deficiency become unusable within 2 years from the date of shipment of the material, without any compensation for damages.

**ATTENTION: If the customer requests the replacement of a part, or the maintenance of equipment where the disconnecter is installed, the ANIE rates are applied for the intervention and the out-of-pocket travel expenses will be charged.**

The warranty is excluded in the following cases: a) installation, maintenance and use in contrast with the instructions and warnings provided by New Mascherpa srl or in contrast with applicable laws or technical specifications;

(b) Tampering

c) damage due to natural events or force majeure or in any case not attributable to original defects of the product.

### **COURSES**

Training courses are to be paid for as per the offer conditions.

Cancellation of participation by one or more participants does not entitle one to refunds or discounts.

It is possible to change participants by communicating to [info@newmascherpa.it](mailto:info@newmascherpa.it) up to 24 hours before the event at no additional cost.

For changes or absences not communicated within 24 hours prior to the course, the full cost per participant will be charged.

The courses take place at our factory in Pozzo d'Adda (MI). Any off-site courses must be quoted separately.

### **TYPE AND ROUTINE TESTS:**

The products are supplied with routine tests. Type proofs are provided if requested at the bidding stage. Routine tests are issued in Italian unless otherwise requested.

The issuance of additional documents such as type tests in languages other than Italian or certifications not specified in the bidding phase may entail extra costs.

**PLANNING AND PRODUCTION DOCUMENTS:**

Detailed planning documents will not be shared unless agreed upon at the time of ordering. A macro-phase timetable may be required.

**INSTALLATIONS AT EXTERNAL CONSTRUCTION SITES AND PENALTIES FOR CANCELLATIONS AND RELOCATIONS:**

When an on-site installation service is requested, the date must be agreed at least 30 days in advance of the date of intervention.

In case of cancellation or postponement before 30 days before the date of the intervention, no fee will be charged.

For relocations or cancellations between 30 days and 5 days before the date of the intervention, 30% of the cost will be charged.

For cancellations or relocations from 5 days before the agreed date, 100% of the installation cost will be charged.

Where not explicitly stated, the intervention is intended to be daytime weekdays from 8 am to 6 pm. The start time of the installation is defined as the time of delivery of the out-of-service system. Any waiting time with respect to the agreed will be charged at the operator hourly cost.

Hourly costs at night or before holidays are increased by 50% compared to the offer value.

Hourly costs on holidays are increased by 100% compared to the offer value.

**PAYMENT CONDITIONS:**

The prices and payment conditions are those agreed between New Mascherpa and the customer and must be explained in the order.

Payments are not recognized unless made directly to New Mascherpa srl.

After the agreed payment deadline exceeds the 20-day limit, current interest will be charged at a minimum of 1% for each month of delay from that date.

In conditions of insolvency (beyond 20 days from the agreed payment term), orders in progress or after such insolvency will have a change in payment conditions to "goods ready notice".

The costs of uncollected bank receipts will be charged in addition to the internal management fee of EUR 25.00 + VAT.

**LAW:**

The Judicial Authorities of Milan are considered competent for any dispute.

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