

All supplies effected by Motovario Group are governed exclusively by the following general terms of sale that are made known to operators also by including them in the catalogues of the goods produced. Any clause or condition that may be established by the buyer is null if in contrast with the following terms and if not expressly undersigned by ourselves. For anything not expressly envisaged, current Italian law shall hold, also for goods sold abroad.

## QUOTATIONS:

Quotations are not binding. A quotation is considered accepted only upon our written confirmation of the order, after fully clarifying all the technical and commercial details.

The information given in our catalogues, brochures and price lists is not binding. Therefore, we reserve the right to make any modification, which we believe to be an improvement, to our products and to the relevant price lists.

## ORDERS:

The contract of sale is understood to be binding for both parties as of the date of issue of our order confirmation.

The supply comprises exclusively the products and services specified in our order confirmation to our general terms of sale.

## PRICES:

The contract prices are the ones given on the Order Confirmation. The prices are understood to be for goods delivered Ex Works, excluding packing and all other costs, unless agreed otherwise. Motovario reserves the right to alter prices at the time of delivery in the event of significant variations in the cost of labour and/or raw materials. If the change in price is higher than 5% the Customer will have the right to withdraw from the order.

## LEAD TIMES:

The lead times given on the Order Confirmation are merely an indication and are observed as far as possible, with the exclusion of all possible claims for compensation by the Customer for any delays. Motovario Group is anyhow entirely freed from all commitments concerning lead times in the following cases: a) When the Buyer fails to observe the agreed terms of payment; b) In cases of force majeure or events such as: lockouts, strikes or anyhow abstention from work, epidemics, war, confiscation, fire, flooding, manufacturing accidents, suspension or delay in transportation; c) When the buyer fails to provide, in good time, all the data necessary to effect the supply and/or the materials to be supplied to the Seller.

## EXPORT CONTROL:

Each Party agrees to comply with all applicable export control, import, and economic sanctions laws and regulations of the United Nations, United States, European and other governments, and each Party shall not, directly or indirectly, export or re-export any product or any part thereof, any information, technical data to any destination or country restricted or prohibited by such Laws and regulations, as they may be amended from time to time.

In the event that Purchaser or end-user be restricted or prohibited by such Laws and regulations abovementioned before shipment, MOTOVARIO may terminate purchase order without being liable for any loss, damage, detention, or delay and may claim Purchaser to compensate for the direct damage.

## DELIVERIES:

Delivery is understood to be made to all intents and purposes with the verbal or written communication that the goods are at the buyer's disposal for collection, or at the time of delivery to the first carrier, regardless of whether the carrier has been commissioned by the customer or by Motovario Group. After delivery has been made, all risks concerning the material sold are taken on by the buyer, independently of the applicable incoterms. Shipment is always made at the buyer's risk and cost with the means we consider the most appropriate, if no particular instructions have been provided. Loss, delay and damage to material as a consequence of shipment cannot be attributed to Motovario Group. In the case of shipment by our vehicles, this is understood to be made with

carriage forward at best and under the buyer's full responsibility. In the event of delay in collecting the goods, anyhow ready, for any reason beyond our control, after eight days of the communication of the goods being ready, Motovario Group may have the packing, shipment or storage of the goods made at the Buyer's expense and issue an invoice for the sale of the material.

## **PAYMENTS:**

Payments must be made at the domicile of Motovario Group and in accordance with the Terms and Conditions agreed upon. In the case of late payment, Motovario Group will have every right to charge "interest on arrears" at 4% above the reference rate EURIBOR 3 months.

Failure to pay or delayed payments authorize Motovario Group to immediately suspend deliveries of other goods, as well as to cancel any order without the Buyer being owed any rights for any reason whatsoever.

Any claim or complaint does not give the Buyer the right to withhold payments.

Any advances are not interest-bearing. All payments must necessarily be made by the Buyer through bank transfers from current accounts in his name to Motovario Group current accounts, and/or through means that ensure complete traceability in accordance with the regulations in force, with specific indication of the identification details of the invoice they refer to and of the contract in virtue of which the latter was issued.

In the event that some payments, to be made always and exclusively through bank transfers, were to be made by a company different from the current contractor, it is the responsibility of the latter to inform Motovario Group in advance, in writing, of this circumstance, communicating the complete details of the company that will make the payments (company name, registered office, tax code and VAT number, names, personal details and addresses of the directors and shareholders), also by sending an updated Chamber of commerce company registration certificate, the number of the current account from which the payment will be made, the traceability of the latter to the abovementioned company, the indication of the invoices that will be paid and of the contract by virtue of which the latter were issued, as well as the explicit justification and legal reasons that underlie such a request, with explanations regarding the legal and commercial relationship existing between the company in duty bound and the company that will make the payment; it is understood that Motovario Group, regardless of any different evaluation, will still be entitled not to accept payments from companies different from the original contractor, without thereby incurring the arrears provided for by art. 1206 of the Italian Civil Code.

It is expressly agreed upon, and also pursuant to and by effect of art. 1456 of the Italian Civil Code, that failure to comply with the abovementioned clauses (art. 1, n. 1.1 and n. 1.2) will result in the termination of this contract

– regardless of any assessment previously made by the parties regarding the seriousness and importance of the failure  
– without the need of an act of formal notice regarding arrears and without prejudice to any action and responsibility for all damage caused.

## **PACKING:**

If there are no particular instructions, we prepare the packing, where necessary, in the best way and anyhow always at the Buyer's expense, with no responsibility on our part.

## **COMPLAINTS:**

Any complaints or claims made by the buyer on the finished product must be notified to the seller in writing within 8 days of the date of receiving the goods.

## **WARRANTY:**

Motovario Group guarantees the products sold for two years from the date of delivery, considering use of two daily work-shifts (16 hours/day).

Warranty is limited to repair or replacement, free at our plant, of defective parts due to an ascertained defect of material or manufacture. The parts replaced remain our property. All other compensation is excluded, nor can any direct and/or indirect damage be claimed of any nature, also for the temporary lack of use of the goods purchased. Warranty is excluded for materials and parts subject to natural wear or deterioration (for example, oil seals or lubricants leakages caused by normal wear). Warranty is forfeit for products not used in conformity with our instructions or that are anyhow modified, repaired or even partially dismantled, or stored, installed, maintained or lubricated not in a proper way. The warranty is also excluded for damages, defects or malfunctions caused by external components (such as, for example, couplings, sprockets, pulleys, motors not produced by Motovario, etc..) or by incorrect installation of them. Verifying the compatibility of applications and correct mechanical couplings and electrical connections with the specifications of Motovario products, as indicated in the manufacturer's catalogues, is solely to the concern and responsibility of the buyer.

## **LIABILITY FOR DAMAGE:**

The liability of Motovario Group is strictly limited to the above-stated obligations and it is therefore clearly agreed that we take on no responsibility for any damage deriving from accidents of any nature that may occur during use of the products sold, whether they be considered defective or otherwise, also in cases of the choice of application being recommended by personnel of the Motovario Group Sales Organization. When applying geared motors or motorvariators the user is in any case obliged, under his own exclusive responsibility, to proceed with the utmost prudence and make provision for safety devices in conformity with the applicable directives, standards and technical regulations, and anyhow adequately to limit damage to persons and/or property deriving from their possible defectiveness.

## **PLACE OF FULFILMENT AND JURISDICTION:**

The place of fulfilment for both parties is the Supplier's offices. The jurisdiction for any dispute deriving directly or indirectly from the contract - also in the case of lawsuits for bills or failure to pay cheques - is therefore for the Judiciary Authority of MODENA where the Seller has its offices. Relations between the parties are governed solely by Italian law and the UN right of sale (Vienna Convention) is not applied.

## **TRANSFER OF TITLE:**

In accordance with Art. 1523-1524 of the Italian Civil Code, transfer of title of the goods subject of sale will only take place after payment in full of the agreed price. The buyer is therefore obliged to conserve the subject of the supply conscientiously until his debt is extinguished.

In accordance with the previous provisions related to the delivery of the goods, all risks and benefits related to the ownership of the goods are transferred to the customer with delivery to the first carrier, regardless of any applicable incoterms.

## **ATTENTION!**

The revised data and information, shown in this technical catalogue, replaces the data of the previous editions. Old data is now obsolete. All technical data, dimensions, weights in this catalogue are subject to changes without warning. Illustrations are not binding. You can find the above mentioned data and information on our site [www.motovario.com](http://www.motovario.com); please periodically consult the technical documentation on the web site to be always updated about possible modifications of performances and characteristics of the product.

**Customer  
Stamp & Signature**

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