

SALES CONDITIONS

- 1) The present PRICE LIST is cancelling and replacing any previous issue and herein contained prices always refer to products and parts to be despatched on ex-works basis with standard packaging, i.e. carton on wooden pallet. For applicable discounts the buyer should refer to CEA separate communication, which is also reflected into the order acknowledgement.
- 2) ORDER HANDLING. Purchase orders must be sent in writing and complete with all requested codes as shown in the current Price-List and will be subject to all sales conditions herein contained. Order Acknowledgements will be sent to the buyer for his full checking, thus avoiding any misunderstanding on ordered parts. The estimated availability date from CEA premises is the date specified in CEA Order Acknowledgement indicating that the buyer's order has been planned for production and given date is the one expected for goods collection by the buyer's appointed carrier, with every effort made by CEA to meet that date. In no case, delayed deliveries will entitle the buyer to compensation or contract rescission. CEA also declines any responsibility for delays in deliveries caused by force majeure or circumstances beyond CEA control. Any discrepancy in our Order Acknowledgement must be communicated to CEA in writing within 2 days after its receipt; if not, the order will be considered firm and will be processed accordingly. CEA is entitled to make partial deliveries, unless differently specified in the purchase order.
- 3) MINIMUM ORDERS. Shipment of cumulative orders below EURO 100.00, except for backorder, will be subject to EURO 20.00 as "invoice charges" to be shown in the Order Acknowledgement.
- 4) SHIPPING & FREIGHT. Insurance, F.O.B. Italian port, inland, air or seafreight and all other shipping charges are at the buyer's expense. CEA reserves the right to choose freight forwarder for any prepaid F.O.B. Italian port, inland, air or seafreight shipments, whenever accepted. Such charges, together with any additional export packaging charge, such as wooden crate or case, will be duly shown and debited in the CEA Order Acknowledgement and/or final invoice.
- 5) FREIGHT DAMAGE, PILFERAGE & DAMAGE CLAIM. Goods are always sold at the buyer's risk, so the buyer must always insure any consignment on "door to door" basis and "against all risks" the goods might suffer during transport. So, shipment damages are responsibility of the buyer in all circumstances. Clear full shipping information is to be provided in writing for each order by specifying the appointed carrier. The buyer is therefore strongly recommended, above all in case of LCL (groupage) shipments, to carefully weigh all pallets upon receipt to see if weights do correspond to those indicated in both CEA Packing List and invoice, in order to immediately detect any suffered pilferage upon receipt and be re-im-bursed by the buyer's insurance and/or the appointed carrier. Only for shipments despatched on C.I.F. or DDU basis, whenever accepted by CEA and duly indicated in the CEA Order Acknowledgement and/or final invoice, to process a damage claim, the buyer must submit a Claim Report by registered letter to the carrier and CEA's insurance company, i.e. M/s ASSITECA – S.A. Insurance Brokers Spa, Via Serra 6 – 16122 GENOVA, in copy to CEA, bearing in mind that a franchise clause of 10% of the goods value with a minimum franchise amount of 250 EURO is always applied. For "visible damages" the Claim Report must be submitted immediately the same day of the goods receipt, whilst for "hidden damages" the maximum allowed time by CEA's insurance company is 3 working days to be counted from the day of receipt. When notifying about the suffered shortages and/or damages, the buyer must also send a copy of the goods Delivery Note clearly indicating list of the shortages and/or damages to be listed in detail in the appropriate Remarks Box. In case of "visible damages" the lack of a "detailed reserve clause" in the Delivery Note Remarks Box will not entitle the buyer to any reimbursement. Whenever a damage file is forwarded, the received goods must be kept in the same conditions as received for a possible inspection that CEA's insurance company might require. For FCL (full container) loads only, the integrity of the original seals - both shipping company seal and CEA seal are duly indicated on all shipping documents - must be carefully checked before accepting any goods delivery and lack of original seals must be clearly stated in the Delivery Note Remarks Box.
- 6) ACCEPTANCE OF GOODS. Shipments will be considered "accepted by the buyer" and "conforming to CEA shipping documents" unless a detailed non conformity registered letter is received by CEA within 3 working days to be counted from the day of goods receipt. Involved responsibility for shortages must be proven and detailed, after carefully weighing all pallets upon receipt as said at previous point.
- 7) WARRANTY PERIOD & WARRANTY FORM. All items contained in herein Price-List are covered by 18-month warranty on ex-works basis to be counted from CEA shipping invoice date, provided that machines are used for single-shift operation. For double or triple shift operation warranty period for machines and related parts is reduced to 1-year warranty only. Warranty does not apply to any welding and cutting torches with their related consumable spares (see dedicated pages), feeding rolls, interconnecting cables, welding cables, remote controls, safety quick connections and all accessories subject to normal wear and tear in general. CEA warranty implies the simple repairing or replacement, on ex-works basis, of any defective parts after receipt and inspection in CEA premises of free delivered defective parts, to be strictly sent back to CEA together with CEA Warranty Form. In fact, to benefit from CEA warranty, the buyer must also send CEA the Warranty Form, available in the "Service" section of the CEA website, duly filled in every part, by clearly informing machine name, related serial number together with all necessary details as specified. Warranty Form can be advanced by e-mail or fax,

whenever parts returns are grouped. CEA will consider valid the date of the Warranty Form date only when parts are anyway received in CEA not later than 3 months after the Warranty form date.

In case of warranty repairs, the warranty for the machine and replaced parts will continue to the end of the original warranty period.

Spare parts supplied separately for non-warranty repairs are covered by 6-month warranty.

The parts replaced under the terms of warranty remain property of CEA.

8) **EXCLUSION OF WARRANTY.** CEA warranty neither applies to products or part which have been modified in any way, tampered, dismantled partly or completely by any party other than CEA or CEA authorised Service Agent; nor to products or part damaged due to transport, storage, use of non original CEA spare parts, use of inadequate ancillary equipment, misuse, overloading, negligent improper operation or installation, incorrect or faulty supply voltage, regardless of the instructions for use as clearly detailed in the operating manual; nor to products or part lacking the necessary maintenance, cleaning and periodical checks as strictly prescribed in the operating manual; nor to products or part damaged subsequent to accidents, exterior influences and force majeure events including but not limited to fire, water, lightning, acts of God etcetera beyond CEA control. As said, warranty becomes void in case defects are due to natural wear and tear and whenever the machines are lacking the original label clearly identifying the serial number. Also use of the product after discovery of any defect voids the warranty.

9) **WARRANTY LIMITATION.** CEA liability is strictly limited to the amount that the buyer has originally paid for the purchased items. The CEA warranty never extends to the obligation to provide compensation for damages, direct and/or indirect, of any type, which may be suffered by persons or things, as a result of non-operation or fault or defect of any CEA equipment and/or its components. CEA does not accept any liability for damages based on any claim from third parties.

10) **WARRANTY REPAIRING POLICY.** Any goods to be returned for repairing will have to be free delivered to CEA premises. All repaired goods will be returned to the buyer's on ex-works basis. Parts determined not to be repairable might be returned to the buyer's with first available shipment. Any repairing made in CEA premises only by CEA personnel will be fully free of charge during the warranty period, whilst any repairing made by CEA personnel at the buyer's on his request, also during the warranty period, will be charged. The labour provided by the buyer, also during the warranty period, will be on his own account.

11) **RETURNED MERCHANDISE POLICY.** No returned goods will be accepted unless specific written permission has been granted by CEA. Only new and unused standard catalogued items of current production range and in the original packaging may be returned after CEA permission. All returns must be free delivered to CEA premises and full set of related shipping documents must go with any returned goods. All returned material will be subject to 20% restocking charge with a minimum value of EURO 50.00. Upon receipt, CEA will inspect the items and involved amount will be deducted from pending or future due payments. Any unforeseen and additional reworking charge, including transport damages, if any, will be communicated before being taken and charged.

12) **PAYMENTS.** On payment expiry date, CEA is entitled to issue drafts without any notice and from that date accrued legal interests will be calculated at current rates to be debited to the buyer together with any incurred collection and/or legal expenses. Any delay versus agreed payment terms will give CEA the unilateral right to withdraw from the supply of acknowledged orders and any required parts even to meet warranty repairs in progress.

For all export shipments, all payments and/or L/C's irrevocable and confirmed payable at sight against shipping documents are requested to be forwarded to:

UNICREDIT SPA – Lungo Lario Isonzo 3 - 23900 LECCO (Italy).

Account no. 4289057 - SWIFT: UNCRITM1335 - IBAN IT95 X02008229 00000004289057

or

DEUTSCHE BANK SPA - Piazza Mazzini 15 - 23900 LECCO (Italy).

Account no. 47797 - SWIFT: DEUTITMM001 - IBAN IT79 N03104229 01000000047797

Whenever special and non standard versions are requested, CEA will require a firm order together with “non refundable advanced payment deposit”, whose entity will be specified each time, to be retained by CEA, in case of unfair cancellation there of, as compensation for the unsold machine.

13) **PRICE LIST CHANGES.** CEA reserves the right to modify in any moment any price and item contained in the Price-List without any previous notice and this will not entitle the buyer to any compensation.

14) **JURISDICTION.** Any disputes shall be governed in all respects by the Italian law, as a result of the out-of-court decision of 3 arbitrators. Law Court of Lecco is the only competent court, unless differently decided by CEA at his own discretion.