

# LA TRIVENETA CAVI SPA

Headquarters

Via Orna, 35 - 36040 Brendola (VI)

Tel. +39 0444 705200 - Fax +39 0444 401244

E-mail [info@latrivenetacavi.com](mailto:info@latrivenetacavi.com)

Website [www.latrivenetacavi.com](http://www.latrivenetacavi.com)



## General Sale Conditions

### 1. SCOPE - DEFINITIONS

**1.1** These General Conditions shall apply for governing any purchase-sale transaction of La Triveneta Cavi S.p.A (hereinafter, LTC), if not specifically agreed by written form or clearly mutually agreed.

**1.2** For the purposes of this Agreement, the following terms shall have the meaning specified hereinafter:

- **Purchaser:** the entity or the individual purchasing the Product;
- **Products:** the electric cables and semi-finished copper and/or aluminium products supplied by LTC,;
- **Agreement:** each single agreement between LTC and purchaser that regards the Product.

### 2. FEATURES OF THE PRODUCTS - TOLERANCES - MODIFICATIONS - LIMITATIONS OF USE

**2.1** The products comply, unless differently agreed in writing, with the reference technical rules. It is acknowledged that weights and dimensions of the Products are provided for information purposes only, unless they regard supplies the price thereof was agreed with express reference to weight.

**2.2** Any information or data on the features and/or technical specifications of the products contained in brochures, price lists, catalogues and the like shall be binding only to the extent that said data is recalled in the Agreement.

**2.3** It is hereby agreed that ordinary tolerances, i.e. the tolerances listed by agreed specifications or drawing, shall be in any case accepted both on finished products and on the single elements they consist of.

**2.4** Any technical modification proposed by the Purchaser following the execution of the agreement may be subject to negotiation between the parties, it is however agreed that said modifications shall be covered by a subsequent written agreement between the parties whereby any impact on price and delivery times arising from said requested modifications shall be specified. In the event that an agreement is not reached, the original terms and conditions as agreed in the Agreement shall apply.

**2.5** The drawings and the technical documentation at disposal of the Purchaser, before or after the execution of the agreement, shall remain property of LTC. The Purchaser shall employ them only for installing, laying, using and maintaining the Products. They shall not be employed in no other way, nor, namely, copied, transferred or disclosed to third parties, unless upon written consent from LTC.

### 3. TESTING - ACCEPTANCE - EXPENSES

**3.1** Any contracted testing shall be performed, unless differently agreed in writing - at the LTC premises during the ordinary working hours. Unless differently stated by the Agreement, the test trials shall be performed according to the ordinary procedures employed in the Italian market.

**3.2** In the case which the agreement provides that testing shall be performed in the presence of the Purchaser, LTC shall notify the Purchaser of the date set for testing. If the Purchaser fails to be represented during the testing, LTC shall perform the testing in his absence and it shall be deemed as accepted by the Purchaser.

**3.3** The costs for the testing and the relevant issue of the respective testing certificates shall be charged to the Purchaser, unless differently agreed during the sales stages.



#### **4. DELIVERY TIMES – WITHDRAWAL – EXCLUSION FROM THE DAMAGE COMPENSATION**

**4.1** In the case which LTC becomes aware that it shall not be able to deliver the Products as at the agreed delivery date, it shall timely notify the Purchaser, stating the new planned delivery date. In the event which the delay to be charged to LTC exceeds 8 weeks, the Purchaser shall be entitled to withdraw from the agreement and to receive only the refund of the already paid advance payments, if any, without any title to any further damage compensation.

**4.2** LTC shall not be charged for any delay due to *force majeure* or actions or omissions of the Purchaser (by way of non-limiting example, failed communication of the data required for producing the Products) or justified by any failure thereof (by way of non-limiting example, failure to perform any advance payment).

#### **5. SHIPPING – DELIVERY – COMPLAINTS – FORFEITURE – DEROGATION – RETENTION OF TITLE**

**5.1** The Supply of the Products shall be CIP, unless differently agreed. The Purchaser undertakes, upon implicit or written acceptance, of the general terms and conditions of sale, to transfer to LTC all the rights on any insurance compensation arising from accidents, thefts and shortfalls.

**5.2** Any complaint regarding the condition of the packaging, the quantity and the exterior features of the Products (apparent defects) shall be notified to LTC upon delivery by means of a statement on the waybill and, later, by means of registered letter with acknowledgement of reception on pain of forfeiture.

Any complaint regarding defects which are not apt to be found by means of a thorough check upon reception (latent defects) shall be notified to LTC by means of registered letter with acknowledgement of reception on pain of forfeiture, within 8 days from the date of discovery of the fault and in any case within the warranty term as set forth by art. 8.2.

**5.3** In no case, the Purchaser shall be entitled to suspend or anyway delay the payment of the Products concerned by the complaint neither the payment of other supplies.

**5.4** LTC shall retain the title on the Products until full payment thereof. The Purchaser undertakes to assist LTC in anything that may be required for protecting the property rights.

#### **6. PRICES – REVIEW – CONSIDERATION FOR THE COILS**

**6.1** Unless differently agreed, the prices shall be CIP for packed Products according to the usage of trade regarding the agreed transportation mean, it is hereby agreed that any other expense or burden (by way of non-limiting example, specific protection) shall be charged to the Purchaser.

**6.2** The prices stated in the offer of the seller shall be subject to review.

If so agreed by the parties, the prices may be updated according to the evolution of the prices of the raw materials.

**6.3** The prices for raw material (copper rod) are ruled as follows:

The fixation of copper base must be given by Customer to LTC S.p.A. by written form and following the under mentioned points:

- Fixation for at least 25 tons copper on unknown LME and €/ \$ BCE values within 11.00 a.m. of the fixation day and to be collected within 30 days
- Fixation on month average, by taking all LME and €/ \$ BCE values of the month, to be made within the 25<sup>th</sup> day of prior month to the fixation and to be collected within the following month to fixation

LTC S.p.A. will indicate in the order confirmation of material the details of copper base fixation

#### **7. TERMS OF PAYMENT - WARRANTIES**

**7.1** Unless differently agreed, the payment shall be performed upon delivery of the goods or before shipment thereof. Any payment delay shall be agreed in writing by the parties. The payment terms and conditions shall be stated in the order confirmation documents.

**7.2** In case of a payment delays exceeding thirty days from the agreed date, as set forth by Legislative Decree no. 192/2012, the Purchaser shall pay to LTC the interest on arrears as set forth by Legislative Decree 231/02, which is implemented by Directive no. 2011/7/EU.

**7.3** The Purchaser shall not entitled to apply any deduction on the agreed price (by way of non-limiting example, with regards to any advanced payment in case of alleged faults), unless previously agreed in writing by the parties.

**7.4** In the case which LTC has justified reasons to believe that the Purchaser is not able or does not intend to pay the Products within the agreed date, it shall be entitled to subordinate the delivery of the Products thereof to the issue of appropriate payment guarantees (by way of non-limiting example, a surety or a first request banking surety).

#### **8. WARRANTY AGAINST DEFECTS – EXCEPTIONS – EXCLUSION FROM THE RIGHT TO DAMAGE COMPENSATION**

**8.1** LTC guarantees that the Products are fit for the use they are intended to and are free of defects, undertaking, during the warranty period, to repair or replace, free of charge, the parts which, due to a bad quality of the material or a processing fault may result as faulty, provided that this is not due to natural from a natural wear, failures caused by malpractice or negligent behaviour of



the Purchaser, by a not perfect installation and/or storage (unless the latter was performed by LTC), by overloads exceeding the prescribed or predictable limits, by manumissions or actions which were not authorised by LTC.

**8.2** The warranty term is 12 months from "business to business" delivery date and 24 months in case of "to custom" delivery and shall end upon expiration of the term regardless of the fact that the Products were not, for any reason whatsoever, installed. The right to warranty shall be subject to the compliance with art. 5.4. In the case which the products are then sold to consumers, this warranty shall not limit, unless differently agreed, the rights granted thereto by the Consumer Code in consideration of non-compliance faults notified within the terms and according to the procedures set forth by the Law. LTC shall remain the owner of the replaced products.

**8.3** Excluding the case of misconduct or gross negligence, LTC shall be obliged, in case of defects, lack of quality or compliance of the Products, only to repair or replace the Products thereof as provided in art. 8.1. It is hereby acknowledged that the above stated obligation to repair or replace the Products shall supersede any warranty or liability provided by the Law (for example: arising from defects, lack of qualities or compliance of the Products), and shall exclude any other liability of the seller (being it in contract or in tort) which may be traced back to defects, lack of qualities or compliance of the supplied Products (by way of non-limiting example, damage compensation arising from plant shut-downs, loss of revenue, or the relevant ancillary expenses which may be traced back to the restoration of faulty or not operating products).

## **9. PACKAGING - SALE AND RESALE - CONTRIBUTIONS**

**9.1** Unless differently agreed by the parties, the packaging (coils) is sold to the Purchaser issuing a regular VAT invoice. (The value of the packaging/coils may be included in the selling price of the cable and therefore may not appear on the invoice). The parties may agree the later repurchase of the coils left in good condition according to terms and conditions to be from time to time defined, keeping into due account the wear caused by the employment of the single item.

LTC shall not be obliged to accept the return of the packaging if not expressly agreed during the selling stage.

**9.2** In the case which it was agreed that the Purchaser shall be supplied with coils owned by TLC, the Purchaser shall give a security, which shall be stated in the invoice. Upon return of the coils which shall be performed at LTC plant, the security shall be returned unless the returned coils are affected by faults capable to prevent the re-use thereof. In case of failed return within 12 months from the end of the month during which the invoice for the security was issued, LTC shall withhold the security and shall duly issue a VAT invoice for the sale of the coil.

In no case, LTC shall accept any return of packaging after 12 months from the delivery thereof.

**9.3** The supply of pallets, laggings and/or other packages shall be subject to the request for contribution thereto.

## **10. GOVERNING LAW - JURISDICTION - EXCLUSIVE VENUE**

**10.1** This Agreement shall be governed by the Italian Law and shall be subject to the jurisdiction of the Italian Courts.

In the case which the business seat of the Purchaser is located outside the Italian Territory, the Convention on Contracts for the International Sale of Goods signed in Vienna on April 1st 1980 shall apply.

**10.2** The Court having jurisdiction for TLC shall have the exclusive jurisdiction on any dispute arising from the Agreement or connected thereto.