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## TERMS AND CONDITIONS OF SALE

### 1. General

- a. The following Terms and Conditions of Sale regulate the relationship between the Client and the Company and prevail over any eventual Terms and Conditions of Purchase of the Client.

### 2. Definitions

- a. Client: the Company that stipulates a contract of sale of goods with the Company.
- b. Code of the Client: the code used by Client within their Order.
- c. Code of the Good: the code given by the Company to the good produced.
- d. Terms and Conditions of Sale: the following terms and conditions of sale published on the web page [www.phase.eu](http://www.phase.eu)
- e. Confirmation of the Order: resuming document sent by the Company to the Client once received the Order from the Client, containing the technical details of the Good, the conditions of the offer confirmed in the Order, payment's conditions, details of delivery.
- f. Order Acceptance: resuming document sent by the Company to the Customer when the ordered product needs to be designed. The aim of this document is to communicate to the Customer that his order has been received and processed and that the study has started. This Acceptance does not contain any information about the product-code and the delivery date, deferring to the Order Confirmation that will be sent after project approval.
- g. Contract: this contract of sale stipulated by the Company and the Client.
- h. Data Sheet: document explaining the electrical and thermal specifications of the Good with also the relevant tolerance, if any.



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- i. Drawing: graphic design of the mechanical parts of the Good with the indication of the relevant percentage of tolerance, if any;
  - j. Company: Phase Motion Control S.p.a.
  - k. Offer: the contractual proposal put forward by the Company, containing the price, the payment conditions, the description of the Good, the conditions of the consignment, the guarantee and the general conditions of the Company.
  - l. Order: documents prepared by the Clients with whom he accepts the Offer of the Company;
  - m. Price: the sum to be paid for the supplying of the Good, inclusive of the additional charges as per clause 4 above mentioned, if any;
  - n. Good: Brushless Motors, generators, actuators, electronics drives and relevant accessories, produced by the Company;
  - o. Dimension: measurement of a part of the Good
  - p. Test Reports: document sent to the Client, indicating the real mechanical and electrical dimension of the motor;
  - q. Tolerance: accepted range of variation of the physical dimension of the Good. In case of non-indication of the tolerance, the date mentioned is to be construed as approximate and not binding;
3. Conclusion of the contract of sale.

a. Offer

The Company shall send by fax or by email its own offer with the general conditions of the Contract.

The offer is to be considered in accordance with the present general terms and conditions of the Company, which are also published on the web page: [www.phase.eu](http://www.phase.eu)



The delivery time indicated in the offer must be considered indicative; the delivery could be modified and formalized in the Order Confirmation. PMC products are customized or semi customized, their designing and manufacturing are subject to market variables difficult to plan in the Offer or Order Confirmation. PMC cannot take responsibility for additional costs resulting from delays both at design stage and in the production.

b. Client's Order

The Client's Order shall have to make reference in full to the conditions mentioned in the offer.

The complete Order, sent by the Client, will be considered as final acceptance of the Offer and as conclusion of the Contract.

In case the Client's Order is different from the Offer of the Company, the Client shall have the possibility to send a revised order, subject to a subsequent approval by the Company. This subsequent Company's approval of the revised order will be considered as conclusion of the Contract.

c. Order Confirmation.

Within seven days from the receipt of the Client's Order, the Company shall send the Order Confirmation which shall contain , not only the statement that the Contract is concluded, but also the terms and conditions of the Contract, together with the indication of the Good's Final Code and of the Client's Code.

d. Order Acceptance

Within seven days from the receipt of the Client's Order concerning products that have to be designed, the Company will send an Order



Acceptance. This document, resumes the terms of the contract and communicates to the Customer that his order has been received and processed and that the study has started. This Acceptance does not contain any information about the product-code and the delivery date, deferring to the Order Confirmation that will be sent after project approval.

e. Approval of the drawing.

In case a specific project is required for the manufacturing of the Good, the Company, before starting the manufacturing of the Good, shall send to the Client for its final approval, a study and a project of the Drawing and of the Data Sheet.

In case the Client shall not approve the Drawing and the Data Sheet, the Contract will be cancelled, both parties renouncing to any demands and any rights which may arise. The Company, in any case, shall issue an invoice covering such specific project phase.

f. Starting of the production.

The production of the Good shall start once the Drawings and the Data Sheet are approved by the Client and from that date shall begin to count the time limit for the Delivery of the Good to the Client.

g. Revision of the Order

In case Client shall request a revision of the Good before the starting of the production or also during the course of the same production, the Company shall have the power to change the Code of the Good, the date of delivery and the Price.

Price



In case the cost of the raw materials used have raised after the conclusion of the Contract, the price of the Product shown in the Order Confirmation could be unilaterally increased by the Company.

Once the Company will become aware of the increases of costs of raw materials, the Company shall communicate such change of the Price to the Client.

In any case the Price of the Good shown in the Order Confirmation cannot be decreased.

#### 5. Invoicing

The Company will issue the invoice for the agreed Price stated in the Order Confirmation, always after the shipping of the Good. In case of extra-EU Client, the Company will issue the invoice on the same date of the shipping.

#### 6. Payment

Payments will be due in favour of the Company directly, according to the conditions fixed in the Order Confirmation. Payments will be made by bank receipt or bank remittance. In case of first Order of a new Client, prepayment will be requested before Good shipment.

Any different payment made instead of or by different modes than those agreed will not be deemed valid.

Once elapsed the agreed payment term, the Company, subject to the right to demand payment, will calculate interests on credit as foreseen by the Italian law decree D.L. n. 231 dated 9 October 2002. In case of additional costs, such as outstanding expenses etc. due to default of Client, the same will be invoiced to Client together with interests.

#### 7. Date of delivery

The Company shall exercise the due diligence in order to deliver the Good, from its establishment, to the Client within the terms foreseen by the Order Confirmation.



In case of delivery of the Good to a carrier for its shipment from the seat of the Company to Client, the Good will be considered as delivered to Client upon its delivery to such carrier.

The delivery term will be considered as automatically postponed in case production is delayed by events of force majeure as, for example:

- I. Company's employees strike;
- II. Delayed delivery to the Company of the raw materials necessary for the production of the Good;
- III. Other delays deriving from circumstances extraneous to the control of the Company.

Cause of justification of the delay in delivery will be also the lack of instructions and technical information from Client as well as his non-timely approval of the Drawing and of the Data Sheet .

#### 8. Testing

On completion of production, the Good will be submitted to testing procedure at Company's plants, to verify its compliance with Drawing and Data Sheet.

In case of positive result, the Company will deliver the Good to Client together with test reports and Client will take delivery of the Good.

If the characteristics of the Good would exceed the limits of tolerances, the Company will inform Client accordingly, requesting to accept the waiver Good. Once granted the exception, Client will take delivery of the Good accepting it without reserve.

Costs for storage due to Client's delay in taking delivery of the Good will be at Client's expenses.

#### 9. Warranty for defects

The Company guarantees the compliance of the technical specifics of the Product as specified and described in the Order Confirmation.



Client shall examine the Product, as soon as possible from the time he has taken delivery of it.

Client will lose the right to enforce the warranty for defects failing to report such defects within ten days from the discovery of the same. In any case Client will lose the right to enforce the warranty for defects once the term of two years has elapsed from the date of delivery of the Good.

The warranty for defects will only cover vices and defects of the Good due to defective production. In any case such warranty cannot be invoked by Client for damages or defects due to external agents, to the choice of an unfit Good made by the Client, to assembly mistakes made by Client or to any other causes not due to the default of Company defective production .

In case the assistance of some technicians of the Company is required at Client's establishment, travel and expenses of the required technicians will be charged to Client.

In case the disputed Good should be carried to the establishment of the Company, carriage expenses will be charged to Client.

#### 10. Catalogues, drawings, illustrative material, etc..

Catalogues, drawings and any illustrative material made by the Company will be drawn with the aim to supply information about products. In any case the Company will not be held responsible for errors and omissions, if any, contained in such documents.

#### 11. Request of possible shipping – insurance

The type of shipment will be specified in the Order Confirmation. If requested by Client, the Company will arrange for carriage of the Good from the Company's establishment. Shipments, even if organized by the Company, will always be intended as performed on behalf of Client and at his own risk and expenses.



Failing to receive instructions from Client, the Company deny any liability both in respect of the choice of the means of transport and for the fees applied by carriers and forwarding agents.

#### 12. Insurance

In case the Company will organize the carriage of the Good from its establishment to the place of destination indicated by Client, as foreseen by art. 11 above, the Company will stipulate an insurance policy for the carried goods to the benefit of third parties, only if specifically required by Client.

#### 13. Absence of Company's obligations for shipping and transport

Client will bear both expenses and risks of shipping and transport of the Product, from its delivery at the Company's establishment until arrival at destination.

#### 14. Domicile – Limit of liability

The legal domicile of the Company is intended with the establishment in Genoa, via Adamoli 461.

By accepting these general terms and conditions of sale, Client and the Company expressly acknowledge that the total price of the supply will be the maximum limit of economic liability for both parties.

#### 15. Sending communications

Communications between the Company and Client will be sent by registered letter, fax or e-mail.

#### 16. Jurisdiction clause and applicable law

The sole Court competent for disputes arising between the Company and Client in relation to the Contract is the Tribunal of Genoa.

The law applicable to the Contract is the Italian law.

#### 17. Settlement clause

- a. In case of dispute, any party will be able to choose to submit the dispute, or part of it, to a procedure of settlement, informing the other



party in writing (the "Notice of Settlement") and inviting the other party to accept the settlement procedure.

- b. The other party will have 14 days time, starting from the Notice of Settlement, to confirm or not its acceptance of the settlement procedure.
- c. In case of affirmative reply, the parties will agree on the name of the Mediator within 14 days from the acceptance of the procedure.
- d. The settlement procedure will be carried on in the place and according to the rules agreed by the parties or, failing an agreement, to those rules fixed by the Mediator.
- e. If the party receiving the Notice of Settlement decide not to agree, the other party will have the right to inform the Tribunal of such refusal and the Tribunal will take it into account when deciding on final expenses.
- f. Unless differently agreed, any party will bear its own costs of the settlement procedure and costs and expenses of the Mediator will be equally divided.
- g. The settlement procedure will not compromise in any way the dispute between the parties and the Tribunal cannot be acquainted with information and documents disclosed by any party during the settlement procedure by the other party.