



**GENERAL TERMS AND CONDITIONS OF SALE**  
**(valid for export)**

**TMA s.r.l.**

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1. These General Terms and Conditions shall apply to all sales and deliveries of the goods made by TMA to the Client. All orders by the Client shall be subject to these General Terms and Conditions and those specific terms set out in the Order Confirmation which shall together exclude and override any other oral or written terms and conditions stipulated, incorporated or referred to by the Client.
2. The quantity, quality, description, lead-time, packaging and price of the goods shall be specified in the Order Confirmation. Unless otherwise agreed, costs for special packaging shall be borne by the Client. Unless otherwise agreed, all documentation about installation, use and maintenance of the product is supplied only in Italian and English.
3. Unless otherwise agreed in the Order Confirmation, all deliveries of the goods shall be EX WORKS (Incoterms 2010) at TMA's facilities in Spilamberto (Modena), Italy. In the event of delay in collecting the goods, after 30 days of the communication of the goods being ready, TMA may terminate the contract and charge the Client the storage, maintenance, custody and insurance costs in relation to the goods.
4. Unless otherwise agreed in the Order Confirmation, payment terms shall be made by bank transfer in advance. All prices, invoices and payments shall be in Euro.
5. TMA shall retain title to the goods until payment is made in full.
6. TMA guarantees supply of any spare parts and shall maintain such supplies of spare parts relating to the goods to be supplied as is reasonably necessary up to at least one year after delivery.
7. TMA warrants to the Client that the goods shall be free from defects in design, material and workmanship at the time of delivery and, unless otherwise agreed in writing, for a period of one (1) year from delivery of the goods. Warranties for defects shall be limited to the only defects in goods arising from faults in design, materials or manufacturing attributable to TMA and shall not apply in the event of inaccuracy by the Client in respect of use, maintenance and storage of the goods, or if the Client has not followed the instructions described in the User Manual, or has modified the goods without TMA's consent. The warranties shall not cover material or part subject to normal deterioration nor damages, defects or malfunctions caused by external components or by their incorrect installation. TMA shall not be liable for loss of profit or other consequential loss and his liability shall in no case exceed the price of the article in respect to which complaint is made.
8. The Client shall send a notice to TMA within 8 days from the discovery of the defects or deficiencies. Any goods found to be defective and/or otherwise not compliant with the Order Confirmation shall be returned to TMA without being reversed. TMA shall replace or repair the defective goods as soon as possible, and in any event within a reasonable period of time. Replaced or repaired goods shall have 6 months warranty. The transport costs for the return of the defective goods shall be at the expense of the Client. TMA may replace or repair the defective goods on site, provided that the Client shall bear travelling, board and accommodation costs of TMA's technicians for the entire period of the intervention.
9. Any drawings, specifications, manuals, models, samples, software, etc. that have been handed by TMA to the Client shall remain the exclusive property of TMA. The Client acknowledges that any disclosure shall not confer on the Client any intellectual property or other rights in relation to the goods.
10. TMA shall not be liable for any loss, damage, delay or failure to deliver due to force majeure, including earthquakes, floods, landslides, or other extreme weather conditions not foreseeable by TMA, fire, war, strike, accident, breakdown of machinery, default of carrier, shortage of fuel, waterpower or necessary supplies, government or legislative restriction hindering production or delivery or any other cause whatsoever beyond TMA's control. In case of a force majeure event, the time for delivery shall be extended for the duration of such cause, but if delivery shall be delayed by more than six months by any such cause, TMA may cancel the contract in so far as it relates to the goods affected by such delay.
11. These General Terms and Conditions shall be governed by and construed in accordance with Italian law.
12. Any dispute between the parties arising out or connected with these General Terms and Conditions shall be finally settled by the Tribunal of Modena (Italy) except that TMA, at its option, is entitled to bring any judicial action before the court of the place in which the Client has its registered offices.

VAT IT01741330367

REA di Modena 239306  
Cap. Sociale 100.000,00 Euro i.v.

Codice SDI UE2LXTM

