



**Applicazioni Tecnologie ad Iniezione s.p.a.**  
Capitale Sociale € 1.566.448,00 interamente versato  
Via Kennedy, 8 - 36050 MONTORSO (VI)  
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M/VIO11275 – R.E.A. 157318/VI – R.I.VI n.01274900248  
C.F. e P.IVA n. 01274900248 - ID.INTRAC. IT01274900248



GENERAL CONDITIONS OF SALES  
Rev. 03 – 15.06.2005

## 1. General Provisions

1.1 These General Conditions of Sale (hereinafter referred to as GCS) apply to sales of products by A.T.I. Applicazioni Tecnologie ad Iniezione S.p.A. with registered office at Via Kennedy 8, 36050 - MONTORSO VICENTINO (VI) (hereinafter referred to as ATI or 'Seller').

1.2 These GCS govern every order and contract stipulated with ATI and must be considered to all intents and purposes as part of the contract.

1.3. The clauses contained in the order confirmation will prevail over these GCS, should these be incompatible.

## 2. Orders

2.1. Customer requests listed in each purchase order request must be in writing and complete with all product features.

2.2. The economic offer (order confirmation) referring to each order request must be made in writing by ATI with written acceptance by the Customer.

2.3. The order will be deemed concluded when ATI's offer is accepted by the Customer, the order being notified in writing to ATI.

2.4. Any changes proposed by the Customer to the order already concluded must be agreed upon in writing, under every economic, performance and delivery aspect.

2.4.1 Delays in the delivery of goods resulting from changes to the order, as provided for in Section 2.4 above, shall in no way be chargeable to the Seller, unless otherwise agreed in writing.

2.5 An order concluded may not be revoked or modified unless expressly agreed upon by the parties.

## 3. Transport and delivery terms

3.1. Products shipment and transport will be carried out in the manner agreed upon, in writing, between the parties.

3.2. In the absence of an explicit written agreement, shipping and transport costs are intended to be borne by the Customer.

3.3. For the purpose of defining compliance with the delivery period and the time for transferring the risk from Seller to Customer, the goods will be deemed as delivered at the time they are delivered to the premises specified in the order confirmation, unless otherwise agreed upon in writing.

3.4. Delivery times specified by the Seller in the order confirmation, or otherwise differently agreed upon, are not peremptory and may be subject to delays, which will be promptly notified.

3.4. ATI will in no way be liable towards the Customer should the arrival of the goods get impeded or delayed due to circumstances beyond ATI's or the Buyer's control, e.g. strikes, fires, picketing or any other circumstances beyond the Seller's control.

3.5. In the event of force majeure (e.g. pandemics, epidemics, strikes, lockouts, fires, war (whether declared or not), civil war, riots, requisitions, embargoes, energy black-outs) the delivery period will be extended and the new delivery date will be established in writing and by mutual agreement between the Parties.

## 4. Prices and Payment

4.1. Prices are in EURO and exclusive of VAT.

4.2. Payments will be made in the manner and within the time frame agreed upon in the order confirmation.

4.3. The prices specified in the price list may vary as a result of increased costs incurred by ATI. The Seller will promptly notify these changes to the Customer.

4.4. Changes as referred to in 4.3. are deemed to be unquestionable by the Customer and perfected at the time the notice of change is sent by the Seller.

4.5. Payments must be made within the term specified on the invoice, in the manner specified therein, unless otherwise agreed in writing.

4.6. Unless otherwise agreed in writing, under no circumstances may payment be deferred or made later than stated in the invoice or otherwise agreed.

4.6.1. Should payment be delayed in relation to the deadlines agreed or specified on the invoice, interest on arrears will be charged pursuant to and for the purposes of Legislative Decree no. 231/2002, without the need for prior notice of default.

4.6/2. In case of late payment, ATI may suspend still outstanding orders until the balance due has been fully settled, with prior written notice to Customer.

## 5. Complaints - time limits for notification - goods returns

5.1. In case of proven discrepancies and/or defects in the goods supplied by ATI, the extent of the consequential damage will be limited to the value of the goods themselves, as stated in the order confirmation.

5.2. The Customer must check and notify in writing, before use, that the goods ordered are compliant and free of defects.

5.3. Under no circumstances will ATI accept the return of goods that have already been used by the Customer.

5.4. The customer must notify in writing any discrepancies/defects in the goods received by no later than the peremptory term of 8 (eight) days after their discovery, or within 8 (eight) days after delivery, if these are not hidden defects.

5.5. For this purpose, the Customer will indicate, within the terms set out in preceding item 5.1, all references for assessing the problem, also attaching photos if necessary or if requested by ATI.

5.6. The customer will not suspend payment of the invoice relative to disputed goods.

5.7. The costs and modalities of collection and/or replacement of goods recognised as defective must be agreed with the Seller.

## 6 - Applicable Law and Competent Court

6.1 Any dispute arising out of this contract, e.g. its interpretation or performance, will be exclusively settled under Italian legislation.

6.2 These General Conditions of Sale are drawn up in both Italian and English. In case of interpretation and lexical doubts, the reference text will be that in Italian.

6.3 Any complaint must be made in Italian, or in the English-Italian version. Again, for the text lexical interpretation, Italian will prevail.

6.4 The competent court is the Court of VIC