



GENERAL SALES CONDITIONS



Where not expressly derogated from the special conditions contained or recalled either by the order confirmation or by any other particular communication made by AQ Magnetica Italy s.r.l., the present General Sales Conditions regulate the sales of THE PRODUCTS and Services (hereinafter also referred as the PRODUCTS) marketed by AQ Magnetica Italy s.r.l. (hereinafter also referred either as the SELLER or as AQ Magnetica Italy s.r.l. or as AQ Magnetica Italy s.r.l.-CHINA) to the CUSTOMER (hereinafter also referred as the CUSTOMER).

The reference to both the SELLER and to the CUSTOMER is also referred to hereinafter as “the PARTIES”.

The provisions as per the present General Conditions shall prevail over any other different clause or condition inserted on the forms used by the CUSTOMER, unless expressly accepted by written. No type of order or of work performance supplied by the SELLER involves the acceptance of any clause imposed by the CUSTOMER.

Where not expressly provided, the terms indicated by the present General Conditions are referred to as working days.

WHEREAS:

The word “Product/s” refers to, herein and below, the electro-magnetic components, such as transformers, inductors, capacitors, sensors etc.

Such PRODUCTS belong to the category of Partly finished not Finished PRODUCTS, complying to UNI60950-1 regulation, therefore they must be considered accordingly by the CUSTOMER. Due to the above reason, the evaluation of the performances, of the proper working as well as of all the further technical, prescriptive and safety parameters regarding the Partly finished not Finished Product assembled by the CUSTOMER are at his own charge. In the lack of formal declarations of acceptance of the PRODUCTS, the order of the CUSTOMER shall represent to any effect an explicit declaration of acknowledgment and acceptance of the characteristics of the Product. Because of this reason the SELLER is exempted from any responsibility deriving from the usage that the CUSTOMER will make of the Partly finished not Finished products.

The word DEMO BOARD refers to demonstrative data-sheets, in the form of prototypes, for different types of applications, that are sold only for control and laboratory performance analyses purposes. The SELLER is exempted from the responsibility deriving from eventual damages to persons or to objects, which may occur during such controls and analyses, and from any further usage either the CUSTOMER or any other party will make of them.

Into consideration of all what mentioned above, which is substantial part of the present General Sales Conditions, it is agreed and underwritten as follows:

COMPANY

Legal & operative site:
AQ Magnetica Italy s.r.l.
 Via Marcora 20, 60022
 Castelfidardo (AN), Italy

Operative site:
 Via Sidoli 7, 20129
 Milano (MI), Italy

CONTACTS

Tel: +39 071 78 23 855
 Fax: +39 071 78 24 000
 Mail: magneticait@legalmail.it

CORPORATE INFO:

VAT: 02591110420
 Corp. ID: 02591110420
 Corp. €: 30.000 € i.v
 Registro Imprese Ancona



1. TYPES OF OFFERED PRODUCTS AND SERVICES

The PRODUCTS which are the subject of the sales regulated by the present General Conditions are to be referred to three categories as follows:

- STANDARD CATALOGUE PRODUCTS: when they are already present in the product range of AQ Magnetica Italy s.r.l.. In this case, no support by the AQ Magnetica Italy s.r.l. R&D Department is provided;
- PRODUCTS UPON SPECIFIC PURCHASE ORDER: when the supply of “custom-specification” PRODUCTS that are not provided into the standard components already on catalogue is requested by the CUSTOMER. About these PRODUCTS an involvement by the AQ Magnetica Italy s.r.l. R&D Department is to be provided. In this case a written communication is mandatory by the CUSTOMER, that must inform AQ Magnetica Italy s.r.l. about the carried out technical conformity correspondence on the “samples” of the ordered component (“technical ratification”).
- SERVICES OF DESIGN AND TECHNICAL ASSISTANCE: when a technical/designing advise by the AQ Magnetica Italy s.r.l. R&D Department is requested, though it is not necessarily aimed to start a supply relationship between the CUSTOMER and AQ Magnetica Italy s.r.l. at the fulfillment of the ordered project/service.

2. THE COMMERCIAL OFFER

The commercial offer is processed based on THE PRODUCTS requested by the CUSTOMER (as above mentioned) and it has the meaning of a formal economic proposal.

Should it be referable to a Product supply (either to “Standard catalogue PRODUCTS” or to “PRODUCTS upon specific purchase order” as above mentioned) the offer shall contain:

- The heading with the CUSTOMER data;
- The number of the offer;
- The validity (in terms of time) of the commercial offer;
- The description of the item/s;
- The identification code;
- The quantity of the purchase lot (with the minimum lots allowed to be ordered);
- The unit price;
- The delivery terms;
- The payment terms;
- The possible integrating notes (that usually contain also the expected delivery date and the production type: either Italy or foreign manufacturing unit).

NOTE: The SELLER, in the offer step, will indicate at his own discretion and according to the code, the cost and the minimum quantity possible to be ordered (MOQ – Minimum Order Quantity).

Should the commercial offer be attributable to an exclusively technical activity (“services of design and technical assistance”), it shall be entitled to be joined by:

- The heading with the CUSTOMER data;
- The description of the project;

COMPANY

Legal & operative site:
AQ Magnetica Italy s.r.l.
 Via Marcora 20, 60022
 Castelfidardo (AN), Italy

Operative site:
 Via Sidoli 7, 20129
 Milano (MI), Italy

CONTACTS

Tel: +39 071 78 23 855
 Fax: +39 071 78 24 000
 Mail: magneticait@legalmail.it

CORPORATE INFO:

VAT: 02591110420
 Corp. ID: 02591110420
 Corp. €: 30.000 € i.v
Registro Imprese Ancona



- The activities in charge of AQ Magnetica Italy s.r.l.;
- The activities in charge of the CUSTOMER;
- The project delay;
- The payment terms;
- Miscellaneous (technical specifications, NDA - Non-Disclosure Agreement, etc.).

NOTES:

The commercial offer cannot be processed in case the CUSTOMER doesn't fill the proper "CUSTOMER data form" in any part, which allows a record of it in the AQ Magnetica Italy s.r.l. Customers' register;

The commercial offer has a limited validity. The offer is to be considered no longer valid later than the period indicated on it;

The expected "Lead Time" communicated, which is usually quoted on the notes, has an indicative purpose only. AQ Magnetica Italy s.r.l. shall not be responsible in any case for delays due to the Carrier or to the Shipping Agent;

Should the offer be referred to "PRODUCTS upon specific purchase order" not included on the catalogue, AQ Magnetica Italy s.r.l. reserves the right to bring any possible price modification after the realization of the first manufacturing cycle. Such a case shall be identified on the notes with the writing "PRELIMINARY OFFER".

3. ORDERS, NOTIFICATION OF ORDER CONFIRMATION AND OF DELIVERY

The orders should be sent by writing, even by fax or by e-mail, and it is understood they are accepted only when confirmed by writing by AQ Magnetica Italy s.r.l., that keeps the right either to accept them or not at his own decision not subject to appeal. Reading and/or receipt confirmations of orders by e-mail, or receipts of faxes by which the orders have been sent, shall not result in any case as an acceptance by AQ Magnetica Italy s.r.l..

The order can be considered accepted and scheduled only at the happened receipt of the ORDER CONFIRMATION NOTIFICATION issued by AQ Magnetica Italy s.r.l.. The latter shall be sent always by fax and by e-mail on explicit CUSTOMER's request and it quotes:

- Confirmed delivery date;
- Payment terms;
- Confirmed prices;
- Delivery terms.

The delivery terms indicated on the ORDER CONFIRMATION NOTIFICATION are counted by working days and they do not have an essential feature.

Should AQ Magnetica Italy s.r.l. be unable to respect the delivery times due either to delays or to missed deliveries by his suppliers, as well as to transport interruption or suspensions, to unavailability or shortage of raw materials, to strikes or tumult by the Trade Unions, as well as due to any other unforeseeable event which is outside its own reasonable control, the running of the delays remains suspended since the day of the advice of the impediment to the CUSTOMER. 30 (thirty) days passed

COMPANY

Legal & operative site:
AQ Magnetica Italy s.r.l.
 Via Marcora 20, 60022
 Castelfidardo (AN), Italy

Operative site:
 Via Sidoli 7, 20129
 Milano (MI), Italy

CONTACTS

Tel: +39 071 78 23 855
 Fax: +39 071 78 24 000
 Mail: magneticait@legalmail.it

CORPORATE INFO:

VAT: 02591110420
 Corp. ID: 02591110420
 Corp. €: 30.000 € i.v
Registro Imprese Ancona



from the impediment occurrence without termination of it, both parties shall have the right to terminate the contract by giving written advice to the other party. In such a case no refunding or indemnity shall be due.

Whenever an advanced payment as order confirmation or a payment by drafts has been agreed, the delivery times shall take effect from the date of the receipt of the advanced payment or of fitting drafts in favor and by AQ Magnetica Italy s.r.l..

NOTES:

- The orders placed at prices that are considered either obsolete or not in accordance with the actual purchase lot shall not be accepted;
- Shouldn't any communication be received within 1 (one) day from the date of sending of the ORDER CONFIRMATION NOTIFICATION, the order shall be considered as valid and irrevocable;
- Any payment requested in advance or deferred with respect to the delivery date confirmed by ORDER CONFIRMATION NOTIFICATION, shall be evaluated at full discretion of AQ Magnetica Italy s.r.l.;
- The ORDER CONFIRMATION NOTIFICATION shall not be issued in the case of supply of either "samples" or of prototypes destined to technical approval. In this case the (operational) communication of the AQ Magnetica Italy s.r.l. R&D Department are in witness.

The delivery dates contained in the ORDER CONFIRMATION NOTIFICATION regarding manufacturing processes that provide the involvement of the foreign manufacturing unit AQ Magnetica Italy s.r.l. -CHINA have an orientation feature as well. This case contains variables (i.e. transport duration "By sea/By air freight", customs operations duration etc.) which can be estimated as an orientation, but they cannot be granted as they do not fall within the reasonable control sphere of AQ Magnetica Italy s.r.l., as it was previously clarified above.

4. SHIPMENT

The CUSTOMER shall appoint an its own Shipping Agent in trust and it shall take care of the PRODUCTS collection in due time and in any case not later than 3 (three) days from the delivery date advised by ORDER CONFIRMATION NOTIFICATION by AQ Magnetica Italy s.r.l..

Alternatively (or when expressly requested by the CUSTOMER itself) AQ Magnetica Italy s.r.l. shall have the faculty to appoint, at the CUSTOMER's expenses, an its own Shipping Agent in trust, and will be entitled to charge on Invoice the respective shipment expenses.

AQ Magnetica Italy s.r.l. commits to advise the CUSTOMER by fax or by e-mail on the happened collection of the goods from his own factory, enclosing copy of the transport document, i.e. CMR in case of transport on road. The CUSTOMER commits itself to advise AQ Magnetica Italy s.r.l. by fax or by e-mail on the happened receipt of the goods, by enclosing copy of the transport document, i.e. CMR in case of transport on road, stating the receipt and the collection of the goods.

To guarantee the quantity requested in the confirmed order, the SELLER will produce, according to the quantity in the lot, a bigger quantity, with a tolerance indicated in the below list:

COMPANY

Legal & operative site:
AQ Magnetica Italy s.r.l.
 Via Marcora 20, 60022
 Castelfidardo (AN), Italy

Operative site:
 Via Sidoli 7, 20129
 Milano (MI), Italy

CONTACTS

Tel: +39 071 78 23 855
 Fax: +39 071 78 24 000
 Mail: magnetica@legalmail.it

CORPORATE INFO:

VAT: 02591110420
 Corp. ID: 02591110420
 Corp. €: 30.000 € i.v
Registro Imprese Ancona

Lot	Tolerance
≤ 500	-0% +5%
≤ 1000	-0% +3%
>1000	-0% +2%

The exceeding quantities, within the tolerance limit, will be included in the orders completion shipment and it will be always included for the spot orders.

5. PRICES AND PAYMENT TERMS

- 5.1 The price of THE PRODUCTS, delivered "Ex Works Castelfidardo (Ancona, Italy) - Incoterms® 2000, net of VAT and of any discount, is the one indicated in the Price List of AQ Magnetica Italy s.r.l. by means of OFFER and of subsequent ORDER CONFIRMATION NOTIFICATION that formally states the moment when the order has been accepted.
- 5.2 The payment terms and ways are those indicated on the OFFER and subsequently confirmed on the ORDER CONFIRMATION NOTIFICATION.
- 5.3 When provided at the order placement, the CUSTOMER shall pay, as earnest payment as per art. 1.385 of the Italian Civil Code, the amount agreed with AQ Magnetica Italy s.r.l. by bankers' transfer in advance.
- 5.4 In case of delayed payment the CUSTOMER is bound to pay the interests as per art. 5 of the Italian Law Decree 231/2002, starting from the day after the expiry date of the term fixed at such purpose, and without need to be sued in delay, as well as to refund the costs sustained by the SELLER for the credit recovery, without any prejudice in any case to the SELLER's right to be indemnified for the possible further damages suffered. In such case the SELLER shall also have the rig to suspend the deliveries in progress as well as the processing of any possible further order transmitted by the CUSTOMER. It remains safe in any case the faculty by the SELLER to declare terminated the contract without any need either of notice or of suing for payment delay.
- 5.5 The CUSTOMER can neither refuse, fully or totally, the payment of the amount due to the SELLER by objecting any its own credit towards the same, not he can suspend or delay his payments in case of complaint, claim or delay in the delivery by the SELLER.

6. PACKAGING

The PRODUCTS are supplied in carton boxes. Should the shipment in pallets or in wooden boxes be requested, the respective costs shall be charged on Invoice.

7. TECHNICAL DATA AND INFORMATION

THE PRODUCTS are supplied equipped with the Technical Specifications stating the compliance parameters of the Product. No other document issued by the SELLER shall be considered as substitutive of the TECHNICAL SPECIFICATIONS issued by AQ Magnetica Italy s.r.l., unless accepted on written.

COMPANY

Legal & operative site:
AQ Magnetica Italy s.r.l.
 Via Marcora 20, 60022
 Castelfidardo (AN), Italy

Operative site:
 Via Sidoli 7, 20129
 Milano (MI), Italy

CONTACTS

Tel: +39 071 78 23 855
 Fax: +39 071 78 24 000
 Mail: magnetica@legalmail.it

CORPORATE INFO:

VAT: 02591110420
 Corp. ID: 02591110420
 Corp. €: 30.000 € i.v
Registro Imprese Ancona

8. GUARANTEE AND COMPLAINTS

- 8.1 The Guarantee has validity of 1 (one) YEAR from the date of shipment of the PRODUCTS.
- 8.2 The CUSTOMER shall examine or make examine the PRODUCTS in the shortest possible delay and he shall have the commitment to communicate to the SELLER, either by fax or by e-mail, any possible difference or defect of the PRODUCTS within and not later than the following delays, against expiry of the Guarantee and of the exercise of the respective rights:
- Discrepancy in the type and quality: within 8 (eight) days from the receipt of the goods;
 - Further discrepancies or clear defects: within 8 (eight) days from the receipt of the goods;
 - Discrepancies or hidden defects: within 8 (eight) days from the discovery of the defect.
- 8.3 Should any eventual discrepancy or defect be noticed outside the Guarantee period, they shall be examined by the SELLER who will be able to take remedies at his own full discretion.
- 8.4 The SELLER will have the right to examine or to make examine the PRODUCTS that the CUSTOMER has declared to be discrepant or defective. Should the SELLER ascertain that the PRODUCTS are actually discrepant or defective, the CUSTOMER shall have the right to obtain, at the SELLER's discretion, the repair or the replacement of the PRODUCTS or of the components of the discrepant or defective PRODUCTS, without expenses for the CUSTOMER, or alternatively the restitution of the purchase price of the discrepant or defective PRODUCTS. The restitution of the discrepant or defective PRODUCTS shall have to be priory authorized by the SELLER in writing. The authorization to restitution shall not constitute in any case acknowledgement of faults or defect, which shall have to be ascertained and proved. In case The PARTIES will not agree on the existence of the defect or fault, the matter shall be submitted, and finally solved, by an independent technical organization, which shall be appointed by mutual agreement between the PARTIES.
- 8.5 The SELLER shall not be bound to refund any direct or indirect damage of any nature, as well as he shall not be responsible for any damage or loss suffered as a consequence of any guarantee action by a final user or consumer, or of a regress action by any other intermediary of the contractual distributive channel or by any other intermediary. To such aim the CUSTOMER refrains from any action or regress right towards the SELLER. The present Guarantee replaces and excludes any other guarantee due by law.

9. WITHDRAWAL AND TERMINATION

- 9.1 The SELLER can, in any time by simple written communication, withdraw from the sales contracts regulated by the present General Conditions in case of relevant modifications occurring in the corporate organization, in the management or in the financial situation or in the corporate structure of the CUSTOMER.
- 9.2 Except any possible hypothesis of cancellation or termination expressly provided by the present General Conditions, the SELLER can terminate the sales contract at any time when the CUSTOMER makes itself heavily faulty with respect to one or more obligations deriving to him by the same, and he doesn't enforce any remedy within the 15 (fifteen) days following to the receipt of the respective advise of suing for delayed payment.
- 9.3 In case of termination of the contract because of reason attributable to the CUSTOMER, the SELLER shall have the right , besides the return to itself of the PRODUCTS already delivered, to receive payment of liquidated damages equal to at least 40% (forty-per-cent) of the agreed

COMPANY

Legal & operative site:
AQ Magnetica Italy s.r.l.
 Via Marcora 20, 60022
 Castelfidardo (AN), Italy

Operative site:
 Via Sidoli 7, 20129
 Milano (MI), Italy

CONTACTS

Tel: +39 071 78 23 855
 Fax: +39 071 78 24 000
 Mail: magneticait@legalmail.it

CORPORATE INFO:

VAT: 02591110420
 Corp. ID: 02591110420
 Corp. €: 30.000 € i.v
Registro Imprese Ancona



price, making safe any right the refund of the bigger damage and of the expenses sustained at any title by the SELLER as a consequence of the contract termination.

10. APPLICABLE LAW

The present General Conditions and the sales of the PRODUCTS that are the subject of them are ruled by the Italian law and by the UN-UNCITRAL International Convention of Wien on the international sales-purchase agreements when applicable.

11. COURT OF JURISDICTION

In case of dispute arising between the PARTIES they will be exclusively under the jurisdiction of the Court of Ancona. As a partial exception to what provided above, the SELLER shall have the right to take legal action at the Court of the place where the Purchases has his seat.

12. FINAL PROVISIONS

12.1 The circumstance that one of the PARTIES doesn't enforce in any time the rights assigned by one or more clauses either of the present General Conditions or of the sales agreement ruled by them can be understood neither as a renunciation from such rights, nor it can prevent such party from demanding their punctual and strict observance in any other circumstance.

12.2 The possible nullity or inefficacy of one or more of the provisions contained either in the present General Conditions or in the sales agreement ruled by them, shall not determine the invalidity of the General Conditions or of the agreement in its entirety.

12.3 Unless not provided otherwise, any communication between the PARTIES shall have to be made by writing, even by telefax or by e-mail.

For acceptance and approval

Date & place

Signature

In accordance to and for the effects of the art. 1341 and 1342 of the Italian Civil Code, the CUSTOMER declared herein that he approves expressly the clauses as per articles 3,4,5, 5.5, 8 (limitation and exclusion of the guarantee), 9 (resignation) and 11 (Court of Jurisdiction) of the present General Conditions.

For acceptance and approval

Date & place

Signature

COMPANY

Legal & operative site:
AQ Magnetica Italy s.r.l.
 Via Marcora 20, 60022
 Castelfidardo (AN), Italy

Operative site:
 Via Sidoli 7, 20129
 Milano (MI), Italy

CONTACTS

Tel: +39 071 78 23 855
 Fax: +39 071 78 24 000
 Mail: magneticait@legalmail.it

CORPORATE INFO:

VAT: 02591110420
 Corp. ID: 02591110420
 Corp. €: 30.000 € i.v
Registro Imprese Ancona