



AEB TORNERIA POLSKA SP. Z.O.O.
Registered office/Production Site: Al. XX-lecia 21 A, 96-515 Teresin k/Sochaczewa
Capital stock: 550.000,00 PLN
Tel.: +4846 861 32 03 - Fax: +4846 864 40 16
NIP 525-22-70-517 - Regon 015487855
KRS 0000160597
www.aebtorneria.pl – Email: infopolska@aebtorneria.com



GENERAL TERMS AND CONDITIONS OF SALE AEB TORNERIA POLSKA SP. Z.O.O.

1) PREAMBLE

These General Terms and Conditions of Sale shall be considered tacitly approved with the first order that the Customer will send to AEB following the date of this of the present email.

The terms "Products" or "Services" refer to the goods or services object of a single Order (hereinafter the "Agreement" or "Order") by the Customer. The term "Parties" refers to AEB and the Customer. These Terms and Conditions shall apply to all contracts agreed by the Parties after the first Order confirmed by AEB, except when the Parties expressly exclude their application.

In the event that terms, different than the ones listed herein, are foreseen, the agreed upon terms will overrule those contained in this General Terms and Conditions of Sale agreement.

Customer Orders can be received by any means of communication (it is the Customer's responsibility to verify that the communication has been correctly received by AEB). AEB, as well as promptly communicating any inability to fulfill the Customer's Order, is obliged to send notice, by fax or by mail, of the "take charge" of the order within a week from the receipt of the Order.

2) METHOD AND CONDITIONS OF SUPPLY

Products ordered by the Customer are realized in accordance with the specifications shown in the designs supplied by the customer (or agreed upon with the same) and with the requested materials.

Until AEB's formal acceptance of the Order, the latest revision of the technical design produced, listed in the bid is considered. In the event of changes to the technical design not reported by the Customer, AEB has the right to refuse the order or to change the price.

In case of cancellation of the Order by the Customer, AEB is authorized to debit accrued costs incurred for the implementation of the Agreement until the cancellation of the same.

AEB is not responsible for any damage arising directly or indirectly from the incorrect use of the Products supplied. AEB is also not subject to any liability for any incorrect and inefficient functionality if, after the delivery of the Products, the same are subject to further processing.

The quality standards of the supply of the Products are guaranteed up to their fitting on the Customer's end product. Should the end user encounter issues of any kind, on the Customer's final product, AEB is willing to participate in the research of possible solutions, without AEB being subject to obligations of economic nature nor of any liability with regards to the defects or emerging issues.

AEB guarantees a discrepancy not exceeding 1% compared to the characteristics resulting from the technical designs. If the discrepancies exceed 1%, the Customer is entitled to reject the goods and may require the recalling of non-conforming Products and the refund of the same in accordance with the agreements entered into with the sales department. It is understood that for deviations of less than 1%, the customer is not entitled to claim any refund of the Products supplied, nor is it authorized to charge any amount to AEB for any quality checks on the supply.

Any dispute, by the Customer, assignable to the quality of the material, due to covert contaminations, may not be attributable to AEB as AEB does not have the expertise to assess, from a chemical conformation and mechanical condition viewpoint, the supply of materials received. AEB will however ensure all the necessary support in order to guarantee the Customer with all necessary information to allow the detection of any liability of the supplier of the material.

3) RESPONSIBILITIES OF THE STAFF

The staff that AEB employs for the realization of the Products is specialized and properly trained.

Any competence for which the Customer requires evidence of specific "licenses / certificates" or other credential relating to the staff must be explicitly requested at the time of order. AEB can make use of external contract workers to meet the needs of production, addressing qualified suppliers; in this case AEB will not be obliged to give prior communication (except as otherwise provided by law) to the Customer. Any limit of this possibility will have to be made explicit by the Customer.

4) TERMS OF DELIVERY AND TRANSPORT

If the Customer does not make explicit the terms of delivery, AEB has the right to define and agree them with the customer.

If the volume were to exceed the +/- 5% threshold of the quantity ordered, unless otherwise agreed, AEB must notify the quantities produced to the customer for the approval of their delivery.



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AEB cannot be charged of any kind of sanction or delays, unless otherwise agreed up with the Customer outside of these General Conditions. Before shipping, AEB performs compliance checks to ensure the delivery of compliant products. The terms and conditions of carriage, in accordance with the INCOTERMS in force, will be established by the Parties prior to the receipt of the Order and must be expressly stated on the Order. If transportation is carried out in the name and care of the Customer, AEB declines any responsibility for the quality of the delivery of the goods and on the failure to meet the agreed delivery terms.

5) PRICES

The prices agreed by the Parties cannot be changed unless structural changes to the Product required are made. If there is a weight difference with respect to what specified by the Customer during the offer, AEB is entitled to request a change of price. If the Customer does not agree to the change of price, AEB will be able to exercise the option to suspend the Order, charging all expenses incurred in carrying out the supply up till the suspension of the Order. The payment terms are determined by the Parties prior to the receipt of the Order.

6) PROTECTION OF 'INDUSTRIAL PROPERTY, SECRECY AND EXCLUSIVITY

AEB undertakes to treat as confidential any technical information, not publicly available, provided by the customer, which is made aware of during the course of the contractual relationship. The Customer reserves the right to enforce intellectual property rights and the exploitation of rights of use (license) related to its materials and information.

7) RESERVATION OF OWNERSHIP

AEB reserves ownership of the goods sold to the customer until the full and final payment of all invoices issued by AEB to the Customer, in accordance with art. 1523 et seq. of the Civil Code.

8) APPLICABLE LAW - JURISDICTION

Any dispute will be settled by the Court of Turin.