

GENERAL TERMS OF SALE

These General Terms of sale shall govern, without prejudice for special derogations, every contractual agreement between SEW EURODRIVE and its Customers for the Supply of Products and Systems.

DEFINITIONS:

SEW EURODRIVE or Company: SEW-EURODRIVE S.a.s of Sew S.r.l. & Co. with registered office in Solaro (MI), Via Bernini 12.

Customer: the subject which receives an Offer from SEW-EURODRIVE or places an Order with the Company concerning a Product and/or System.

Supply agreement: the agreement entered into between the Parties following the sending of the Acknowledgement of Order.

Product: engines, gear units, gear motors, software, inverters, PLC and controllers, HMI and any other device, also being a component of a more complex **System**, manufactured and/or marketed by SEW-EURODRIVE.

Support: every request for assistance on the part of the Customer having as its object the repair, conversion, overhaul, starting (except where it is already included in the sale), programming, maintenance, technological update and/or replacement of a Product and/or of a System manufactured by SEW-EURODRIVE.

Offer: the written document sent by SEW-EURODRIVE, including the business proposal aiming at meeting the Customer's needs.

Order: the written document sent by the Customer, either independently or in response to the Offer received by the Company.

Acknowledgement of Order: SEW-EURODRIVE's written document confirming the technical features of the Product and/or System required, and summarizing contractual conditions.

Parties: SEW-EURODRIVE and the Customer.

General Terms: the provisions of this document governing the contractual relationship.

These Terms are available in the web site of SEW-EURODRIVE at the address www.sew-eurodrive.it.

1. Conclusion of the Agreement

The Parties agree that any contractual relationship, either preceded by the sending of an Offer on the part of SEW-EURODRIVE or not, is to be regarded as concluded with the sending, on the Company's part, of an Acknowledgement of Order following the written Order received by the Customer.

The Supply Agreement shall be governed by these General Terms and by the additional single provisions included in the Acknowledgement of Order. In case of discrepancy between the clauses of these General Terms and of the Acknowledgement of Order, the latter shall prevail.

Any different contractual clauses, including general terms of purchase of the Customer in any way made available to SEW-EURODRIVE, shall be applicable to the Agreement only if expressly approved by the Company in writing.

Offers, Orders and Acknowledgements of Order may be exchanged between the Parties by using any available means and technical solution, both in paper and/or computer format. In particular, electronic email messages, also without digital signature systems or equivalent systems, shall be deemed as equally valid and suitable to commit the Parties since they are regarded as an expression of their contractual intent like any written document whatsoever.

2. Provisions related to the Product and the System

The technical specifications related to the Product and/or the System (included in catalogues, electronic media, labels, Internet web sites or any other dissemination tool) are based on the experience and knowledge of SEW-EURODRIVE.

The Customer expressly declares to be acquainted with the technical and performance features of the Product and/or System and to have evaluated their actual compliance with its own needs.

Therefore, SEW-EURODRIVE does not take any responsibility in the event that the latter do not meet the performance requirements expected by the Customer.

If SEW-EURODRIVE is asked to prepare an Offer for a Product and/or System featuring special characteristics and uses, the Customer shall be required to provide the Company with all useful information in order for the latter to be fully acquainted with its application needs and to meet any possible requests for in-depth analysis made by the Company.

Therefore, SEW-EURODRIVE does not take any responsibility in the event that the Product and/or the System is not compliant due to lack of information or incomplete and/or incorrect information.

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SEW-EURODRIVE reserves the right to make, without any prior notice, changes to drawings, technical data and operating mechanisms of the Products included in its catalogue and of the Systems in the event that said changes become necessary to comply with the amended reference regulatory framework and/or if, at its absolute discretion, they are merely appropriate to comply with the constant technical progress.

SEW-EURODRIVE also reserves the right to intervene, without charges to be borne by the Customer, on the Products and/or Systems already supplied to and used by its Customers where it is necessary.

The latest versions of all the information materials (such as catalogues and/or operating instructions) are available at the following Internet address www.sew-eurodrive.de.

3. Prices and Terms of payment

The prices of the Products and / or Systems are quoted ex works at the SEW-EURODRIVE headquarters in Solaro (MI) or at the individual storage sites of the Company and are visible through reserved access to the Online Support platform on the website www.sew-eurodrive.it, except for omissions and after request for authorization.

Prices do not include packing, shipping, postage, insurance, taxes nor any additional charge in any way connected with the Supply.

Payments must be made within 30 days of invoice date, unless otherwise agreed, by bank transfer to the bank account specified by SEW-EURODRIVE.

However, the Company accepts payments by bank draft. Payments may also be made by non-negotiable cheque. SEW-EURODRIVE reserves the unquestionable right to accept payments by promissory notes. In said circumstances, all costs and charges in any way connected with the collection of the amounts shall be borne by the Customer.

In all cases, the payment shall be deemed as received only following the actual collection of the amounts on the part of SEW-EURODRIVE, which does not take any responsibility for the non-receipt (either total or merely partial) of the credit instruments possibly sent by the Customer.

Any compensation related to mutual rights of credit shall be possible only in the event that SEW-EURODRIVE expressly acknowledged the Customer's right in writing.

If the Company becomes aware of a significant deterioration of the financial conditions of the Customer, it shall be entitled to declare the benefit of term granted to it as lapsed pursuant to and in accordance with Article 1186 of the Italian Civil Code and to claim the immediate payment of the price of the Supply.

The failure to pay the price within the terms agreed upon shall entitle SEW-EURODRIVE to suspend the Supplies even though they are related to other Orders and it shall imply the immediate accrual of interest on arrears as provided for by the Decree-Law n. 231/2002.

4. Delivery of the Product and of the System - Assembling and Testing

The Product and/or System shall be delivered according to the conditions provided for in the Acknowledgement of Order. It is the Customer's responsibility to specify, in its Order, the special features related to the transport and/or destinations of the Product and/or of the System requiring special attention during packaging and Delivery.

The Delivery shall be made within the terms set out by SEW-EURODRIVE in its Acknowledgement of Order.

If the Agreement provides for the payment of an advance on the price agreed upon, the delivery time limit shall start from the date of the actual collection of the amounts on the part of the Company pursuant to Article 3.

If the Agreement provides for the delivery, on the Customer's part, of documents, design information and/or any other necessary detail for the Supply, the delivery time limit shall start from their full reception on the part of the Company.

The Product and/or System shall be deemed as delivered when SEW-EURODRIVE informs the departure of the goods from the headquarters of the Company or from the notice given to the Customer about the availability of the goods for their collection, if agreed upon.

5. Damages caused by delay - Limitations

The Company does not take any responsibility for Supply delays ascribable to the Customer (including but not limited to, failures to pay and/or failure to send design data). In such cases, the charges (for instance, storage costs) resulting from the delay shall be fully borne by the Customer.

Similarly, the liability shall be excluded for delays resulting from unforeseeable events beyond SEW-EURODRIVE's control (force majeure cases, import and export limitations, measures taken by the authorities, regulatory amendments).

In such cases, SEW-EURODRIVE shall immediately notify to the Customer the events implying the suspension of the Supply and, subsequently, the cessation of the conditions that caused it.

Therefore, the delivery shall be postponed for a period equal to that of the suspension; the Customer may not refuse to collect the Product.

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6. Transfer of risk, acceptance

The risk is transferred to the Customer upon delivery of the Product to the carrier.

In case of failed or delayed dispatch due to events beyond SEW-EURODRIVE's control which are directly ascribable to the Customer, the risk shall be transferred to the latter from the day of delivery pursuant to the provisions of Article 4.

7. Defects notice

Any possible visible defect of the product upon its delivery must be reported to the carrier and to SEW-EURODRIVE immediately.

Defects that cannot be identified immediately upon Delivery must be reported to the Company within 10 days of the delivery under penalty of forfeiture.

Any possible hidden defect must be reported to SEW-EURODRIVE within 10 days of their identification in case of Delivery of Products, or within 30 days in case of Systems.

Reports must be sent to the addresses referred to in Article 14.

Any late report shall imply the forfeiture of rights on the part of the Customer.

8. Retention of title

If the payment of the price is deferred over time, SEW-EURODRIVE reserves the right of ownership of the delivered goods until the full payment of the amount due.

In case of non-compliance, on the Customer's part, even to a single payment deadline, the Company shall be entitled to recover possession of said goods without delay, keeping its right to proceed in order to obtain the full payment of the price.

The Customer is required to take care of the goods. In particular, it is required to take out an insurance policy equal to at least the replacement value for damages caused by fire, flood and theft at its own expense.

The Customer is required to immediately inform SEW-EURODRIVE in case of seizure, confiscation or any other act of disposal or intrusion on the part of third parties which might adversely affect the subsequent exercise of its rights on the part of the Company.

9. Warranty - complaints

The Products and Systems marketed by SEW-EURODRIVE are covered by a 24 months warranty starting from their Delivery (For working machines with a service factor equal or higher than one).

If, during the aforesaid term, the Product, the System or the single components of the latter present defects, the Customer must immediately report them to SEW-EURODRIVE, which shall carry out the necessary checks.

Once ascertained that the defect depends on a design and/or manufacturing error ascribable to SEW-EURODRIVE and that the Customer did not cause its occurrence in any way, the Company shall repair or replace the Product, the System or the single defective component.

SEW-EURODRIVE shall be entitled to decide whether to opt for repair or replacement, and whether to do so with regard to the single component or to the entire Product or System.

Repairs shall be carried out at SEW-EURODRIVE's premises, unless otherwise agreed upon.

In all said cases, the Customer shall not be entitled to act in order to obtain the termination of the agreement.

10. Right of withdrawal

SEW-EURODRIVE may withdraw from the Agreement, in part or fully, by written notice to be sent to the Customer, in case of over-indebtedness or if the latter is subject to insolvency proceedings.

The Customer is allowed to withdraw from the agreement solely in the following terms:

- impossible for orders with delivery within 5 days from the date of confirmation of the order;
- within 1 day from the date of confirmation of the order, for the orders with delivery within 10 following days;
- within 2 days from the date of confirmation of the order, for the orders with delivery beyond 10 following days.

SEW-EURODRIVE reserves the unquestionable right to allow the Customer to withdraw according to terms other than the above, providing for the charging of costs related to the cancellation of the order.

11. Export limitations

The Customer expressly undertakes not to export the Product and/or the System, if said transaction is carried out in contrast with export control rules.

The Supply may not be intended for military applications nor for the creation of chemical weapons of any type.

In the event that obtaining a state export licence is mandatory, the Supply itself shall be subject to its issuance and to its validity period.

Any possible withdrawal of the authorizations already granted and/or any prohibition imposed by the Authorities shall imply the automatic cancellation of the Supply. In said cases, the Customer shall not be entitled to any type of compensation.

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12. Confidentiality of the information and provisions governing intellectual and industrial property

The Customer undertakes to regard prices, lists, tariffs, technical drawings and, in general, all the information acquired during the Agreement term and also during the pre-contractual stage as confidential, and consequently it undertakes not to disclose or use them in any way.

Trademarks, patents, models, mathematical calculations, written texts, voice recordings, video and any other representation - either in paper, digital or any other format - of data concerning the items marketed by SEW-EURODRIVE or in any way concerning the Company are the property of the latter, which holds all their related rights pursuant to the law.

Therefore, the Customer is expressly prohibited to make use of them outside the limits permitted by the Agreement and in without complying with the express authorization set out in the Acknowledgement of Order (including, but not limited to, licenses to access the software).

Consequently, the disclosure of each of the above information must be expressly authorized by the Company in writing.

Said prohibitions bind - for the entire duration of the agreement and also afterwards - the Customer, its employees and any other subject related to it in any way whatsoever.

13. Place of performance, place of jurisdiction and applicable law

The only competent court for any legal action related to the construction and performance of the Agreement is the Court of Monza.

The Agreement is governed by Italian law.

14. Final provisions

The Customer is required to provide exact and complete data and to check the Acknowledgement of Order to verify the conformity of the data recorded by SEW EURODRIVE. Any possible difference must be reported by the Customer immediately.

In the event that single contractual clauses are invalid and/or they cannot be applied to the actual case, their provisions shall be replaced by the provisions of law or by standard practice; in any case, the remaining clauses shall be valid and fully effective.

These Terms do not apply to Support activities.

The communications addressed to the Company may be sent to the following addresses:

- SEW-EURODRIVE S.a.s. registered office Via Bernini, 12 – 20033 Solaro (MI)
- Certified e-mail address: sew-amministrazione@legalmail.it
- Support email: contact.center@sew-eurodrive.it

The Customer

Pursuant to and in accordance with Articles 1341 and 1342 of the Italian Civil Code, the following clauses are accepted and specifically approved:

- 2. Provisions related to the Product and the System
- 5. Damages caused by delay - Limitations
- 7. Defects notice
- 10. Right of withdrawal
- 13. Place of performance, place of jurisdiction and applicable law

The Customer
