



**Sede legale ed operativa:**  
EUROLLS S.P.A.  
Via degli Ortolani, n. 54  
33040 Attimis (Ud) - Italy

**Contatti:**  
Tel. +39 0432 796511 (Centralino)  
Web: [www.eurolls.com](http://www.eurolls.com)

Cap. Soc.: € 8.000.000,00 i.v.  
Codice Fiscale: 03061490268  
Partita Iva: IT02040300309  
Reg. Imp.: UD03061490268  
R.E.A.: UD 231431  
Pec: eurolls@pec.eurolls.com  
SDI: C1QQYZR



## GENERAL TERMS AND CONDITIONS OF SALE

### General Information

For the overall scope of supply and of services, including the supply of accessories but also for proposals and consultancy, the present General Sales Conditions are applicable and form an integral part of the offer.

Different conditions are only admitted if stipulated in writing between the parties.

### I. Offer

The technical documentation that forms a part of an offer is valid only as a general indication, unless it is expressly declared as binding. Eurolls S.p.A. reserves its rights of property and copyright on quotations, designs and all other documents which must not be disclosed to third parties without a specific approval. Furthermore Eurolls S.p.A. undertakes to disclose designs, declared by the Client to be confidential, to third parties only after receiving the Client's approval. As far as project studies are concerned, the Client expressly waives any damage claims resulting from the suitability of the same project. The Client may only refuse to pay for projects, and cannot make any claims whatsoever, in connection with any errors contained therein. Such limitation of liability has been considered when determining the price of this contract.

### II. Price and Payment

1. Prices are on Ex – Works terms, excluding all packing, transport, insurance, and all other ancillary costs.
2. The payment for the total of each single invoice must be made within 30 (thirty) days from the date of invoice or within the deadline as agreed upon by the parties and indicated in the order confirmation, without any deductions, to the Eurolls S.p.A headquarters.
3. In case of failure to comply with payment deadlines, an annual interest rate is applied that will be equivalent to the official discount rate, valid at such time, increased by 4 (four) percentage points, without foregoing the right to demonstrate a greater damage.
4. In case of delayed payment or if the credit is compromised due to a worsening of the Client's financial rating, Eurolls S.p.A. has the right to demand the immediate payment of such credits, regardless of their actual expiry date and release of warranty, in default of which Eurolls S.p.A. has the right to withdraw from the contract.
5. The Client has a right of retention and to make a claim only if its counter-requests have been indisputably established or legally proven.

### III. Delivery Terms and Delays

1. The Eurolls S.p.A. order confirmation is binding for the parties, and the date of delivery is that specified in the order confirmation. The terms agreed upon are valid only on the condition of a prompt definition of all order details and when all obligations are promptly satisfied by the Client, such as for example the consignment of documentation or of the authorization from the authorities which the Client may have to obtain, the opening of a line of credit or the transfer of the advance payment. The terms agreed upon are considered satisfied upon the notification of the readiness of the goods in the case, through no fault of Eurolls S.p.A., that it is not possible to promptly dispatch them or to implement the services. Any delay from the Client in performing its obligations shall be considered by Eurolls S.p.A. as a franchise period that defers delivery dates by the entire duration of such delay. The Client undertakes to check the quality and compliance of the goods within two days from their receipt and, in all cases, before operating them. In the case of sub-supplies, under

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no circumstances shall Eurolls S.p.A. assume any responsibility for the performance of products or delivery terms of other suppliers when Eurolls S.p.A. acts as coordinator upon request from the Client, unless otherwise agreed upon in writing. Any amendment to the order must be requested in writing and submitted for evaluation by the technical staff at Eurolls S.p.A. Should Eurolls S.p.A. deem that the requested amendment be in contrast with safety issues, it will notify the Client with written motivations. To obtain the requested amendment, the Client must confirm in writing its relevant request and simultaneously issue a liability release declaration that will release Eurolls S.p.A. from all responsibility.

2. Should Eurolls S.p.A. be prevented from fulfilling its obligations due to unforeseen circumstances, arising in connection with Eurolls S.p.A. or its suppliers or subcontractors, which could not be contrasted by Eurolls S.p.A. even though the necessary diligence was used in connection with the extent of such circumstances, such as for example wars, civil unrest, calamities, natural disasters, accidents, other operating malfunctions, delays in the supply of essential operating services, raw materials or semi-finished products, including the case of strikes or lockouts, the terms shall be deferred by a time equivalent to the duration of such impediment increased by a suitable commissioning period. Under no circumstances shall direct or indirect damages caused by the failure to comply with delivery terms be reimbursed.

Equally, the afore-mentioned circumstances cannot be attributed to Eurolls S.p.A. if they arise during an already existing delay. Should it become impossible or unreasonable for Eurolls S.p.A. to fulfil its obligations because of these impediments, then Eurolls S.p.A. has the right to withdraw from the contract.

The Client has the same right if testing appears to be unreasonable because of such delays. The right to withdraw by Eurolls S.p.A. or by the Client applies exclusively to the part of the order not yet fulfilled. Under no circumstances may the Client or Eurolls S.p.A. withdraw from the contract before having first demanded the fulfilment of such obligations by the other party. All other rights of the Client in connection with this delay and any damage claims are excluded unless otherwise expressly agreed upon by the parties.

3. Should the shipment be delayed due to a request from the Client or for reasons attributable to the Client, then the Client shall be charged a monthly storage fee, starting one month after the notification of the readiness of the goods, equivalent to 5 (five) % per annum of the sale price for a time not exceeding a further month, after which Eurolls S.p.A. shall be entitled to deal with the goods present in the supply as it sees fit and deliver them at a later time, adjusting the price and delivery term. Eurolls S.p.A. will be entitled to charge the Client with the cost deriving from the late delivery based on 12 (twelve) % per annum calculated on the contract amount.

4. All orders are irrevocable for the Client. Eurolls S.p.A. is entitled to refuse acceptance of an order cancellation request. Should the cancellation request be accepted, all costs incurred up to the cancellation notification shall be charged to the Client. Any sums received as advance payments shall be retained as partial or total coverage of said costs, while the goods shall remain the property of Eurolls S.p.A.

#### **IV. Limitation of Liability.**

a) Except in those cases when a justified complaint has been duly raised by the Client, no other right or remedy is granted. Eurolls S.p.A. shall not be responsible for any compensation requested due to breach or default of the contract, for any direct damage or loss of income sustained by the Client because of using, failing to use, or installing the products in other products, except in the cases covered by warranty or in case of willful misconduct or gross negligence on the part of Eurolls S.p.A.

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b) Eurolls S.p.A. shall do all that is possible to deliver the Products within the terms agreed upon, but under no circumstances shall Eurolls S.p.A. be held liable for any direct or indirect damages caused by the delayed execution of the contract or delayed delivery of the Products.

**V. Transfer of Risks and Shipment**

1. The property of the goods under this contract and the relevant risk is transferred to the Client, at the latest, at the moment when the goods are consigned to the carrier; this also applies to partial supplies that are implicitly authorized by the Client, or at the moment of their installation or assembly in the locations indicated by the Client, when Eurolls S.p.A. has undertaken to execute such services. Upon the request from and at the expense of the Client, Eurolls S.p.A. shall take care to insure the shipment against all damages deriving from breakage, transportation, fire, and water.
2. If the supply or delivery are delayed due to circumstances not attributable to Eurolls S.p.A., the risk is transferred to the Client on the day of the notification that the goods were ready. In such case, Eurolls S.p.A. must, upon request from and at the expense of the Client, arrange for the insurance cover requested by the Client.
3. The goods must be accepted by the Client, even in the presence of non-essential defects, notwithstanding the rights under paragraph VI.

**VI. Warranty; Liability for Defects in the Supply**

For defects present in the supply, including the non-conformity of characteristics expressly confirmed, Eurolls S.p.A. will respond as follows:

1. At its discretion, Eurolls S.p.A. shall choose whether to replace free of charge or supply ex-new all parts which, within 12 (twelve) months (6 (six) months if working more shifts per day) from the date of the transfer of risks, show evident defects because of a circumstance prior to the transfer of risks, particularly due to incorrect manufacture, inadequate materials, or faulty execution. If such defects are found, Eurolls S.p.A. must be informed in writing by registered letter within 8 (eight) days from their appearance, otherwise the claim will be null and void. Damaged parts must be returned to Eurolls S.p.A., who will acquire their property. If shipment, installation, or commissioning is delayed through no fault of Eurolls S.p.A., then the liability ceases, at the latest, after 12 (twelve) months from the transfer of risks. For items supplied by third parties, Eurolls S.p.A. liability is limited to the transfer of liability rights which it holds with the item supplier.
2. The Client's right to make claims in connection with any defects expires 6 (six) months after the date of a prompt complaint and, in any case, on the expiration of the warranty date if this is earlier. Furthermore, any additional rights in connection with such defects are excluded, particularly with regards to contract or extra-contract expectations relating to a compensation for direct or indirect damages not arising from the subject of the supply. Such warranty exclusion does not apply in the presence of premeditation or gross negligence on the part of the legal representatives or senior managers of Eurolls S.p.A., but always within the limits of the law on product liability. Such an exclusion does not apply in the case of non-compliance of guaranteed characteristics if the warranty had the express purpose of protecting the Client against supervened damages.
3. No warranty is granted for damages deriving from the following reasons: improper or incorrect use, defective assembly, installation and commissioning by the Client or third parties, normal wear & tear, incorrect or inappropriate operation and in particular causing excessive stress, use of inadequate operating services, use of substitute materials, incorrect civil works, inadequate foundations, influence of chemical, electrochemical or electrical factors, provided that these reasons are not attributable to Eurolls S.p.A.

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4. To carry out any improvements and delivery of spare parts that Eurolls S.p.A. may deem necessary at its own discretion, the Client shall grant, subject to an agreement with Eurolls S.p.A., the required time and opportunity for their application. Only in emergency situations, such to jeopardize the safe operation and of which Eurolls S.p.A. must be notified immediately, or if there is a delay in removing the defects by Eurolls S.p.A. then the Client shall be entitled to remove the defect or have it removed by a third party and demand a suitable compensation from Eurolls S.p.A.

5. Replacement expenses are borne by Eurolls S.p.A. for an amount that is reasonably commensurate to the materials to be replaced and/or improvement works to be performed; all costs above this amount are at the Client's expense. The transport expenses are at the Client's charge. If the location of the improvement or repair work is abroad, the technician's costs and all other fees are borne by Eurolls S.p.A. to the corresponding measure as if the improvement works had been carried out within the country.

6. The replaced part and improvement work are granted the same warranty as the goods under the supply. The warranty period for the goods under the supply is extended by a period equivalent to the operation downtime caused by the improvement works.

7. Eurolls S.p.A. is not liable for any damages resulting from inappropriate modifications or repairs carried out by the Client or by third parties without prior authorization from Eurolls S.p.A.

8. The previous provisions also apply if different items are supplied instead of those agreed upon in the contract (incorrect supply).

## VII. Assembly and Testing

1. If testing is performed by Eurolls S.p.A. at the Client's workshop, the Client shall inform Eurolls S.p.A. the date of the test execution at least four weeks in advance; by such date, the Client shall make arrangements so Eurolls S.p.A. finds the best conditions for this testing.

2. If testing is performed by the Client, under no circumstances shall it be entitled to delay or defer the payment in view of the test results; for the payment of eventual instalments due at test acceptance, testing shall be carried out within 3 (three) months from the delivery at the very latest. Failing that, it will be considered as performed.

## VIII. General Exclusion of Liability

1. Eurolls S.p.A. liability is exclusively based on the previous clauses. Any rights herein not expressly provided for, such as the right of withdrawal, cancellation, conversion, or reduction, in addition to the right to damage compensation of any kind, regardless of which legal base it originates from, and due to impossibility, misbehavior, positive breach of contract, negligence in underwriting the contract, are excluded. Such exclusion of responsibility does not apply when there is premeditation or gross negligence on the part of the legal representatives or senior managers of Eurolls S.p.A.. In addition, it does not apply to claims arising in connection with the Product Liability Law.

## IX. Place of Performance and Partial Ineffectiveness

1. The place of performance for the supply by Eurolls S.p.A. is the location of the supplying factory. If Eurolls S.p.A. is also required to provide other services (assemblies, for example), the place of performance is the location where such services must be carried out. To the purposes of the Client's obligation to pay, the place of performance is the domicile of Eurolls S.p.A.

2. In case of ineffectiveness of individual contract clause, the remaining clauses remain binding.

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A clause that has become ineffective must be replaced by an effective clause having an economic purpose as similar as possible to that intended by the clause which has become ineffective.

**X. Prohibition of Transfer**

1. The Client is prohibited from transferring this contract on any basis and in any form whatsoever.

**XI. Organization, Management and Control System as per Legislative Decree 231/2001**

The Client states that it is aware of the provisions and content of the Legislative Decree 231/2001 (the Decree); that it has never been subjected to civil proceedings in connection with the offences provided for under the Decree; that it adheres to the Decree's requirements; that it complies with all provisions contained in the Decree whenever they apply to this order. The Client undertakes on its own behalf, on that of the companies it controls, of its employees, subcontractors, suppliers, agents, temporary and auxiliary staff, to fully comply with the provisions contained in the Decree and to not conduct itself in any way that might expose Eurolls S.p.A. to any proceedings, penalties, or loss of benefits pursuant to said Decree. It also undertakes to indemnify and keep Eurolls S.p.A. indemnified from any cost, expense, fine, request and any other form of liability that should be incurred by Eurolls S.p.A. as a direct or indirect consequence of a breach of the Decree by the Client, its subsidiary companies, subcontractors, suppliers, agents, employees, and auxiliary and temporary staff.

**XII. Place of Jurisdiction and Governing Law**

1. For any disputes, even relating to any claims on bills of exchange or cheques, Udine is the exclusive place of jurisdiction. Any other matters not contained in these conditions are governed by the Civil Code.