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1. Scope

1.1 These general conditions of sale shall be deemed as an integral part of any order sold by BHP srl and shall apply to any sale of materials, semi-finished and or finished products, components, as well as to any supply of works. The Customer accepts that any present and/or future supply to BHP srl shall be regulated by these general conditions of sale. In any case, by receiving the order completed with these general conditions, the Customer acknowledges to be fully informed of the content of these general conditions of sale. By accepting an offer or a quotation, by sending an order, the Customer accepts these general conditions of sale which shall prevail over any other general or special terms or conditions, unless expressly derogated and agreed in writing.

2. Conclusion of and modifications to the Contract

2.1 Orders, contracts and order releases as well as modifications and supplements must be placed and made in writing by e-mail. Oral agreements of any kind - including subsequent modifications and supplements to our Conditions of Sale – must be confirmed by us in writing to become effective.

2.2 We are entitled to cancel the order if the Customer does not accept possible order modification within two weeks of receipt thereof. Order releases within the framework of order and order release planning become binding if the Customer does not object within two working days of receipt thereof.

3. Prices and payment conditions

3.1 Prices specified in the order are fixed prices. VAT must be shown separately, otherwise it will be deemed to be included in the price.

3.2 Payment terms and condition given in the sale order or agreement with Customer shall be valid.

3.3 Payments must be made subject to our own discretion by bank transfer or check and/or bill of exchange after acceptance of delivery and receipt of an order invoices as well as after receipt of all documents pertaining to the delivery.

4. Delivery

4.1 Delivery dates specified in the order or otherwise agreed upon are indicative. We shall make the goods available in good time, taking account of the time for loading and shipment to be agreed with the forwarder. BHP has always the faculty to inform the customer before the delivery date in case of delay, this maintain the order valid if the delay do not overcome 30 days.

4.2 Deliveries deviating from our contracts and orders are only admissible if given our prior written approval. The Customer shall promptly notify us in writing of changes.

4.3 Every year, BHP srl can send to his Customer a statistic chart, used to monitor Customers' orders, to ensure contract performance and compliance.

5. Invoice advice of dispatch and invoice

5.1 The details in BHP sale condition releases shall apply. An invoice showing the invoice number, order number specified in our order and order date is to be sent in one copy to the respective printed mailing address; the invoice will not mandatory be enclosed with the shipments.

6. Defects – Liability for Defects and other Liability

6.1 BHP ensure that all of his deliveries and/or services are in compliance with the latest state of technology and with the agreed properties/specifications and other requirements made. The Customer must check the deliveries and/or services to verify they are free of defects. In case of problems or doubts, the customer have 30 days to inform BHP and ask for a replacement.

6.2 We will inspect the delivered goods on the basis of accompanying documents for identity and quantity. An additional check must be performed by the customer as well as for visible transport damage verify. Customer must give notice of any defects found immediately after their discovery.

6.3 If the Customer fails to inform the defect promptly upon analyzed, we shall have the right to reject future request of replacement or refund, as well recall of the products.

7. Product liability

7.1 In the event a product liability claim is asserted against us, the Customer is obliged to hold us harmless from such claims if and to the extent the damage was caused by a defect in the Product supplied and bad control performed by the Customer. The Customer assumes all the cost costs and expenses, including the costs of any legal action if the incoming inspection was not performed in detail.

7.2 In the event of a third party claim against us, the Customer assures us his comprehensive and prompt support in investigating the circumstances and handling the case.

8. Conducting Work

8.1 Persons who carry out work on our factory premises in fulfilment of the contract must observe the respective plant regulations. The liability for accidents suffered by these persons on our factory premises is excluded except to the extent caused by wilful or gross negligent breach of duty by our legal representatives or persons employed in the performance of our obligations.

9. Quality assurance

9.1 BHP shall during the entire business relation maintain a quality management system according to DIN EN ISO 9000 ff and UNI EN ISO 9001 that ensures the proper quality of deliveries, monitor the system by internal audits in regular intervals and promptly take action if any deviation has been detected. We are entitled to inspect the Customer's quality assurance system with prior notice. The Customer can request us to examine the quality certificate.

10. Documentation and Confidentiality

10.1 Any information made available by us or acquired by the Customer through us, shall be maintained in secrecy by the Customer towards third parties, may be used in the Customer's business exclusively for deliveries to us and be made available only to such persons as need to have access to confidential information in connection with the business relation and have therefore been obligated to maintain secrecy.

10.2 Any documents, samples, models, etc. made available by us to the Customer throughout the business relationship will remain in our ownership and must be surrendered to us upon our request at any time, no later than at the end of the business relationship (including any copies, extracts and replicas), or by our choice must be destroyed at Customer's cost. The Customer thus has no right of retention.

11. Law

11.1 If a condition in this agreement or subsequent integrating agreements is ineffective this shall not invalidate the other conditions. The Parties shall agree on a replacement clause reflecting the economic intention as much as possible.

11.2 These conditions are governed by Italian law. Application of The Hague Convention regarding the uniform law on international sales of goods, the UN convention on international goods sales agreements or any other convention, regulation or other private international laws regarding law applicable to the sales of goods and/or services are specifically excluded.