

GENERAL SALES CONDITIONS

1 - GENERALS

1.1 The general sales conditions listed herein are to be considered valid for any order made to M.G.E. and are an essential part of each order. Any derogative clauses or special supply conditions must be expressly stated in the text of the M.G.E.'s Order Confirmation or otherwise agreed in writing. The issue by the Customer of an order to M.G.E. and the subsequent receipt of M.G.E.'s Order Confirmation involves, amongst other things, the acceptance of the present general sale conditions and every other specific condition stated on the Order Confirmation.

1.2 Any behaviour, also of repetitive nature, by either of the two parties which does not coincide with one or more of the present conditions will not in any way jeopardise the right of the other party to request their application at any time.

2 - SUPPLIER'S LIABILITY

2.1 M.G.E., in its capacity as supplier of the goods supplied to the Customer, is responsible for damages attributed to defective products in accordance with Italian Law DPR 224 of 25 May 1988.

2.2 The Customer is aware that all M.G.E. products are designed exclusively for installation and operation in industrial environments, by technical personnel who are sufficiently experienced and made aware of the potential hazards which may derive from the improper use of rotating electrical machines.

2.3 For this purpose, the Customer undertakes to provide the operators assigned to the installation and operation of M.G.E. products, the booklet containing the installation, use and maintenance instructions, available to the Customer on request, and to ensure the observance of the prescriptions contained in it. The Customer will undertake the same obligations in the event of transfer of M.G.E. products to third parties.

2.4 The responsibility for defective products is excluded in all cases covered by article 6 of Italian Law DPR 224/1988. M.G.E. shall have no obligation to provide compensation for indirect or abstract damages such as, without limitation, lost of production, lost of earnings, lost invoicing, costs linked to production stoppage, etc.. In any case M.G.E. declines all responsibility in case of tampering with its products, or defects due to repairs or operations by third parties who have not been explicitly authorised.

3 - ORDERS AND ORDER CONFIRMATIONS

Orders forwarded by the Customer to M.G.E. shall be deemed to be accepted only if confirmed in writing by M.G.E. The text of the order confirmation shall in any case prevail over any other conditions or clauses contained in the Customer's order and will remain the sole document with contractual validity, unless otherwise stated by the Customer, which must reach M.G.E. within 2 working days of receipt of the order confirmation.

4 - DELIVERY TERMS

The delivery terms are those stated on the order confirmation, which must be considered as an indication of the date upon which the product will be available. M.G.E. is therefore exonerated from all responsibility for confirmed damages due to delivery delays.

