



FAMAR S.r.l.

Sede legale e Stabilimento: 10051 Avigliana (TO)

Viale Mareschi, 50 – Tel. 011. 936 71 86 r.a. – Fax 011.936 73 34

E-mail: info@famargroup.com – <http://www.famargroup.com>

Cod. Fiscale e Reg. Imprese TO 05173840017 - Cap. Soc. Euro 1.300.000 i.v.

R.E.A. n° 691463 C.C.I.A.A. Torino - P.IVA IT051173840017

Società soggetta all'attività di direzione e coordinamento della M.T. Spa

Cod. Fiscale e Reg. Imprese TO 01064260019.

General sales conditions of FAMAR S.r.l.

Art. 1 - Definitions

The term Customer, used in the following document, will refer to the buyer of the Famar Supplied Products; the term FAMAR S.R.L. will indicate the Seller, FAMAR S.R.L.

These terms of sale are an integral part of the offer; the offer is legally binding and is considered part of the Customer's Purchase Contract or Order (PO).

Any other conditions are therefore expressly rejected and not considered binding in any way.

Art. 2 - Delivery

Intended as Ex-works (Incoterms 2020) to be calculated from the date of the written Order (PO) and from the clarification of all the technical aspects of the Supply Famar Supplied Products.

Art. 3 - Delivery conditions

(Incoterms 2020)

Art. 4 - Packing

Excluded unless expressly quoted in the offer.

Art. 5 - Installation

The installation is performed according to the standard time established by FAMAR S.R.L.

The Customer must provide all the means, cranes and the relative personal maneuver necessary for handling and positioning of the FAMAR S.R.L. Supplied Products.

The handling devices (slings and ropes for unloading) must be prepared by the Customer according to the instructions provided by FAMAR S.R.L.

If the lifting means are not suitable for proper handling, any damage and waiting times will be charged to the Customer.

At the request of the Famar technicians, the Customer will provide the necessary personnel and equipment without any cost for FAMAR S.R.L.

All accessory material will be completely at the customer's own charge.

The grounding of the automation and related accessories will be the responsibility of the Customer.

The machine will be delivered without hydraulic oil, emulsion or lubricant. The necessary liquids must be made available by the Customer according to the instructions of Famar.

At the end of the unloading and positioning in the final site, FAMAR S.R.L. will send the appropriate staff for the start-up of the machine.

In order to be able to run the installation of the FAMAR S.R.L. Supplied Products, it will be essential that the building and installation works of the site are completely finished.

If for any reason not attributable to FAMAR S.R.L. it is not possible to begin the installation within the agreed time, FAMAR S.R.L. reserves the right to plan a new intervention according to its availability: the Customer will in this case be charged with the additional costs of the intervention.

The payment terms and times established by contract will however remain unchanged and the date of acceptance will become the expected one.

Art. 6 – Enabling for operation

At the end of the installation at the Customer, an end-of-installation report (FAC) will be signed by both parties and the FAMAR S.R.L. Supplied Products will be taken over by the Customer.

The installation is completed when the safety system foreseen by FAMAR S.R.L. is present and operative, which makes the installation comply with the European directive 2006/42/EG and the machine is able to



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produce.

The signature of the report will enable the operation of the installed system to be enabled and constitutes the warranty start date.

If the Customer uses the system without having previously signed the test report or if the machine is not put into production for reasons not attributable to FAMAR S.R.L., the supplier will still be considered accepted by the Customer, with the consequent payment obligations of the balance.

Art. 7 – Machine Availability

Where agreed it is calculated according to the VDI3423 standard.

Art. 8 – Specifications

The machines are supplied according to the FAMAR S.R.L. Standard Specifications.

Adjustments to the Specifications and Customer Specifications about the FAMAR S.R.L. Supplied Products, if provided, are expressly indicated in the offer.

In the item Adjustment to Specifications, it is in no way, included, the special coloring, special documentation and personal training, which are to be quoted separately.

The adjustment to the specifications and rules of the customer is quoted only after receiving a complete copy of the same in Italian or English and have carried out an in-depth analysis.

FAMAR S.R.L. reserves the right, for technical reasons, to modify such Adjustment at any time, following written information to the Customer.

Art. 9 – Price

The prices on offer do not include any VAT value added tax.

Art. 10 – Payment

To be defined.

Art. 11 – Warranty

The Guarantee covers only and exclusively faults or malfunctions arisen in the first 6 months from the beginning of the Warranty period and under normal conditions of use due to material defect and / or manufacturing.

Such faults or malfunctions may be remedied at the discretion of FAMAR S.R.L. with the replacement or modification of the faulty component.

The Warranty automatically expires in case of tampering, alteration, replacement or repair of the product made by the Customer.

The Warranty is expressly excluded in case of (1) impacts, faults or defects attributable to external causes, (2) accidents, improper use by the Customer or third parties, (3) malfunctions of the electricity grid, (4) use of the product in an unsuitable environment, (5) natural or fortuitous events.

Exclusions:

Components that, due to their nature or normal wear and tear, wear or deterioration, require periodic maintenance or replacement are specifically excluded from the warranty.

The Special components, which are manufactured by FAMAR S.R.L. for a specific processing of the Customer (parts in contact with the workpieces, grinding spindles, milling, toothing, ...) as well as components modified for the same purpose (turrets, automation, ...), are NOT available in FAMAR S.R.L. stock and therefore must be purchased at the time of the machine order (PO) to avoid significant downtime, related to the repair and / or replacement of the same.



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Art. 12 – Changes

Any addition and/or change to this contract may be made only in writing. FAMAR S.R.L. reserves the right to verify the feasibility and to accept them or not, upon calculation and charging of the relative costs to the Customer as well as the communication of any variation in delivery times.

Every variation will be in any case valid and effective only after acceptance in writing from FAMAR S.R.L.

The payment terms will be bound to the original delivery time.

FAMAR S.R.L. reserves the right for technical reasons to make changes to the FAMAR S.R.L. Supplied Products at its sole discretion, while ensuring its functionality as agreed.

Art. 13 – Properties

The machines are intended to be sold with a reserved domain agreement until full payment of the price according to the provisions of Art. 1523 Civil Code and following.

Art. 14 – Exclusions

Anything not specifically detailed in this offer.

Particularly, but not limited to: tools, toolholders, clamping tools, control master, measure master, set-up tools, tools for the measuring machine, equilibration unit, protection for automation/machines not manufactured by FAMAR S.R.L. and supplied from the customer and spare parts (see point 12). Those items are covered by the original manufacturer's warranty.

All material supplied from the Customer (of any nature) is to be intended as supplied to FAMAR S.R.L. with DDP delivery (Incoterms 2020). The supplier can't be considered responsible for the function of these supplies.

FAMAR S.R.L. is available to provide support to solve problems arising from this material, but it is not even implicitly assumed to take responsibility for these. Any modification or implementation to the Customer's material must be confirmed in writing and will be invoiced by FAMAR S.R.L. to the Customer. Delivery delays resulting from these changes will be communicated, without prejudice to the agreed payment terms.

The material supplier from the Customer will be given back to the Customer with the FAMAR S.R.L. Supplied Products or with a dedicated transport at the customer's own charge.

Art. 15 – Documentation

FAMAR S.R.L. will supply (1) set of the documentation, in English as described in the offer.

Any further or different request of documentation will be quoted separately.

Art. 16 – Offer validity

The offer is to be intended as not binding and subject to confirmation. Its validity is two months.

Art. 17 – Jurisdiction

This agreement is subject to Italian law, jurisdiction of Turin, Italy.

Art. 18 – Disclaimer

Pictures, photos, drawings, layouts presented in the offer and attached are purely demonstrative.

The final application can be partially or completely different from the presented image.

For technical and commercial reasons FAMAR S.R.L. reserves the right to change prices, technical specifications and features at any time without prior notice.

Art. 19 – Confidentiality

All content and communication in this offer is to be considered as the exclusive property of FAMAR S.R.L.



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With the reception of this Offer, the Client accepts that the same Offer and the following documentation: cycle time, layouts, drawings, technical solutions also described orally, price indications, processing suggestions but not limited to them, are exclusively owned by FAMAR S.R.L. therefore, partial or indirect diffusion to third parties is strictly forbidden, unless previous written consent is given from FAMAR S.R.L. FAMAR S.R.L. reserves the right to request compensation for failure to comply with the obligations at the appropriate locations.