

# GENERAL SALES CONDITION

## FOR FOREIGN MARKETS

The following general sales conditions regulate the sale of goods and services by the company RAASM S.p.A. for customers residing outside the territory of the Italian State.

### Art. 1 GOODS DELIVERY TERMS

The goods are delivered ex works RAASM S.p.A. The subsequent transport/shipment must occur by, in the name and at the expense of the purchasing customer, even by means of a carrier appointed and designated by the same. All risks arising from loading, subsequent custody and transport are borne entirely by the purchasing customer.

### Art. 2 MINIMUM ORDERS

Each order cannot be for less than € 1,500.00, net of fees, taxes, customs duties, discounts and rebates and any other charges not included in the price of the goods. If, at the option of RAASM S.p.A., orders for lower amounts are accepted, an extra charge of € 155,00 shall be applied for order management administrative expenses.

### Art. 3 ACCESSORIES

All the accessories given in the price list (plugs, oil bar taps, oil guns, grease guns, probes, protection caps, clutches, swivelling supports, etc.) are supplied exclusively for fitting to or combining with the items RAASM S.p.A. produces.

### Art. 4 COMPLAINTS

Any defects immediately noticed after a brief inspection of the goods (damage, shortages or different product from that ordered) must be notified in writing to our company within 8 (eight) days

of receipt the goods. Any defects in the product noticeable only during its use must be notified in writing to RAASM S.p.A. within 8 (eight) days of being detected.

Any returns of goods must be authorized in advance by RAASM S.p.A. and freight charges are at the customer's expenses.

### Art. 5 DELIVERY TIMES/TERMS

Delivery times and dates are only approximate and are subject to change. Any delays in delivery do not entitle the customer to cancel the order or claim compensation for damages caused by delay of delivery. Delivery times for urgent orders must be agreed directly with RAASM S.p.A.

RAASM S.p.A. has the right not to carry out the order and/or totally or partially carry it out, without this giving rise to reimbursement or claims for compensation for damage.

### Art. 6 PACKS AND PACKAGING

Packaging costs are included in the price, except for special packing, which shall be charged at cost.

### Art. 7 PRICES

The current Price list cancels and replaces the previous price list. In the event of changes to our price list and/or individual items, the goods shall be forwarded at the price in force on the day of the order confirmation. The price list and/or the prices of individual items can be changed even without notice, according to the changes in market conditions or technical innovations/modifications made to the product. The prices are understood to be ex works RAASM S.p.A.

### Art. 8 PAYMENTS

Payments must be made exclusively to RAASM S.p.A. at the agreed conditions. Under no circumstances will deductions or roundings be accepted. In case of late payment with respect to

the agreed conditions, RAASM S.p.A. reserves the right to charge interest at the current rate, effective from the day after that agreed for payment, plus any additional expenses.

Discounts

conditional on the payment term and already credited shall be recharged.

### Art. 9 WARRANTY

RAASM S.p.A. provides each product with the communication of particular instructions for the installation, use and maintenance requirements and the need to carry out possible checks on

the product. All the technical information and data mentioned in the catalogue and in the price-list in force are not binding and can be changed without prior notice for the purpose of improving the quality of the products.

All products manufactured by RAASM S.p.A. are guaranteed for a period of 5 (five) years from the date of delivery to the first user. The user must keep and show the sales invoice - or an equivalent document - together with the item's serial number in order to make a claim under the RAASM S.p.A. guarantee. The 5 (five) year guarantee does not apply to components which are subject to normal wear and tear (such as gaskets, diaphragms, O-rings, hoses, etc.), electronic components and items that are sold but not manufactured by RAASM S.p.A. (marked with a red asterisk in the current product catalogue) which are guaranteed for 1 (one) year from the date of delivery to the first user.

1 (one) year warranty is valid also for the following products:

- digital litre counters and FCS system;
- cable reels;
- electric, pneumatic or hydraulic motor;
- centralized lubrication systems.

Incorrect installation, use or maintenance of the product shall void the warranty. Upon written notice, the articles must be returned free to our Factory for checking and acceptance. In any case, the guarantee expires in the 10th year from the date of manufacture (indicated by the serial number), if the stated expiry takes place before the expiration terms indicated above (1 or 5 years from delivery to the first user).

The manufacturer declines any responsibility for possible inaccuracies contained in this catalogue, due to printing or transcription errors. The manufacturer reserves the right to make any changes or improvements of a functional, technical or aesthetic nature without prior notice.





#### **Art. 10 RESPONSIBILITY**

RAASM S.p.A. is exempt from any responsibility and liability for accidents that may occur to persons and property, as a result of or during the use of the equipment, due to or depending on the same whenever the products have been damaged during transport, tampered with or modified, or improperly used, or stored, installed, protected and preserved without complying with the instructions of RAASM S.p.A. as given in the installation, use and maintenance instruction manuals for each product.

RAASM S.p.A. is liable for the value for the supplied product and cannot be held responsible in any way for other possible costs or additional costs that the customer may bear.

#### **Art. 11 CONFIDENTIALITY**

Information not in the public domain that is exchanged in the execution of the contract is subject to the obligation of confidentiality, secrecy and security; said information is covered as an industrial secret and is of a confidential and reserved nature and may not be disseminated to third parties; its use is permitted exclusively and strictly to execute the supply contract.

#### **Art. 12 INTELLECTUAL PROPERTY RIGHTS**

The RAASM trademark, and likewise the name RAASM, RAASM S.p.A., the logo and the other distinctive signs are internationally registered trademarks, and RAASM S.p.A. does not authorise their use and application under any circumstances. Without prior written consent from RAASM S.p.A., the content of catalogues, price lists, instruction manuals and similar, including content on the website may not be reproduced, either entirely or partially, nor may it be transferred by electronic or traditional means, nor may it be modified or utilised by any means and for any purpose. All rights are held by RAASM S.p.A. The customer acknowledges that RAASM S.p.A. holds exclusive ownership of all the parts, images, photographs and signs not in common usage, the content in the catalogues, price lists, instruction manuals and similar and/or present on the website [www.raasm.com](http://www.raasm.com) and/or other channels and/or social networks used by RAASM S.p.A. for their informational and marketing campaigns pursuant to Copyright Law and the Industrial Property Code.

#### **Art. 13 INFORMATION ON THE PROCESSING OF DATA PURSUANT TO ITALIAN LEGISLATIVE DECREE 196/2003**

In accordance with article 13 of Italian Legislative Decree 196/2003 - Personal Data Protection Code - you are hereby advised that the processing of the personal data, provided with the purchase of goods or services and/or the supply of goods or services is solely for the purposes of carrying out the contract-based obligations and to comply with the specific requests from customers/ suppliers, as well as adhering to legislative obligations, in particular accounting and tax obligations or to respect orders issued by public authorities or to exercise a right in court.

The data shall also be used for commercial statistics for corporate use and to obtain commercial information on our products and services if expressly authorised by the applicant.

The processing of data shall be done using hard-copy and computerised procedures, in the manner and within the limits necessary to achieve the aforementioned purposes.

Data may be communicated and processed by other companies in the Group for the same specified purposes, and may be made known to employees of our company, consultants and other suppliers, always and exclusively within the limits of the aforementioned purposes.

The provision of data is mandatory for the correct execution of the contract and pre-contract based obligations, and failure to do so could result in it being impossible to fully comply with contractual obligations, and make it impossible to provide updates on the new products and services offered by our company.

Data shall be processed for the duration of the contract relationship in place and subsequently to fulfil any legal formalities.

#### **Art. 14 RIGHTS OF DATA SUBJECTS**

The information is aimed at defining the limits and methods for the processing of data, based on which individual customers and/or suppliers may freely authorise the collection and subsequent use of data. Data subjects are entitled to the rights pursuant to article 7 of the aforementioned Code and in particular, the right to access their personal data, ask for the amendment, update and cancellation thereof, if incomplete, incorrect or collected in violation of the law, and may object to the processing for legitimate reasons, addressing requests in this regard to RAASM S.p.A.

Pursuant to the same article the data subject also has the right to request the complete and updated list of the Data Supervisors, and to ask for the cancellation, transformation into anonymous form or blocking of data processed in violation of the law, and to oppose in any case, for legitimate reasons, the processing thereof.

To exercise these rights, and in the case of problems or any requests for clarification regarding what has been explained herein, kindly address these to RAASM S.p.A. – Via Marangoni, 33, Cassola (VI) – Italy or to the following email address: [info@raasm.com](mailto:info@raasm.com).

#### **Art. 15 DATA CONTROLLER**

The Data Controller is RAASM S.p.A. with registered office at Via Marangoni 33, Cassola (VI) – Italy, and this is where the data processing shall take place.

#### **Art. 16 COMPETENT LAW COURT**

Any disputes shall be settled by the Law Court of Vicenza, Italy.

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