



## GENERAL SALES CONDITIONS

Valid from 1/1/2013 until new release

The following document concerns the relationship between the company NEXT STEEL sas di P. di Salvia & C. and all its customers.

### DEFINITIONS:

SELLER:	The company Next Steel sas di P. di Salvia & C.
BUYER:	The customer
ORDER:	The customer's purchasing order, with all the technical specs
ORDER CONFIRMATION :	The Seller confirmation (also by phone)
GENERAL CONDITIONS:	The rules of the relationship Seller/Buyer
PRODUCT:	Object of the order, also called "Goods"
PRODUCTION STANDARD:	The document that shows the quality aspects as well as the manufacturing standards of each of the products according to UNI EN norms and to the Seller supply rules, except any specific request from the Buyer shown on the Order.
TECHNICAL CHARACTERISTICS :	The quality, the finishing, the tolerances, the sections, the weights, the norms and the delivery date.

### 1. GENERAL DISPOSITIONS

The following conditions are part of any offer or agreement on the products offered by Next Steel. Any order placed implicitly confirms the knowledge and acceptance of the clauses under reported.

The following conditions rule the relationship between Buyer and Seller, wherever not disciplined differently on specific orders and subsequent order confirmation signed by both parties.

Any offer is valid for max 7 days from the issue, unless the differently stated.

The Seller can always withdraw any offer prior to the receipt of the acceptance by the counterpart.

### 2. ORDERS AND ACCEPTANCE

The order must include all the technical characteristics of the product. In contrary case, the Seller will call for the manufacturing production standards according to UNI EN norms settled for each product. Any technical specs sent by the Buyer after the send of the order or described aside will not be taken into consideration. At the same time the Seller will not take into consideration the information shown



on manuals, internet or other technical material if not expressly accepted through the order confirmation.

The guarantees are restricted to the supply of the required material, disregard the final application or the use which will be done by the Buyer.

Claims regarding characteristics not included in the orders will not be accepted.

Any order revise is valid if confirmed. The goods will then be paid as ordered, except the Seller's right to sue for more damages, in case of failure of the buyer. In case of cancellation of a confirmed order, a 10% indemnity is due by the Buyer, calculated on the amount of the order.

### **3. DELIVERY DATES**

The delivery date is not essential and is only an indication/estimation, with no guarantees whatsoever. The Seller has the right to split any delivery in lots.

### **4. DELIVERY TERMS**

Except different agreement, the delivery is on ex-works basis.

The delivery time is respected when the goods are ready.

Therefore, once the goods are delivered to the hauliers/transport companies, they are under responsibility of the Buyer.

The delivery terms are covered and included by the INCOTERMS.

If the delivery is delayed over 8 weeks from the e.t.d. , the buyer will only have the right to cancel the order by advising the Seller through a written note.

The order will then be considered as closed.

### **5. PRICES AND PAYMENT CONDITIONS**

The price is shown on the order confirmations and on the invoices. In case of discrepancy, the most favourable to the Seller.

Our invoices are binding, the amounts and the payment conditions are mandatory and must be respected: the delay, the insolvency and even the partial payment will allow the Seller to resolve the contract.

### **6. RESERVE OF PROPERTY**

the Buyer will acquire the property of the goods only after the complete payment of the invoice issued, but will bear the responsibility of any risk concerning the goods, including the perishing for reasons not imputable to the Seller according to Incoterms.

In the case a split payment is agreed, the lack or delay of payment of just 1 due, will abort the benefit of the split payment and the Buyer will have the right to ask the full payment of the due amounts, or the cancellation of the contract.

The non-payment or the partial payment or the delay of the payment will enable the Seller to suspend the contract, retaining any goods still not delivered, and modify the payment conditions for the following deliveries and, however, is a sufficient reason to resolve the contract by simple notification letter sent to the Buyer.



The Buyer will not be entitled to any indemnity or reimbursement of any amount for any reason whatsoever and will still be responsible of any eventual damages caused to the Seller by the non-execution of the contract.

## **7. DELIVERY CHECK AND CHECK-IN CONTROL PROCEDURES**

Should any claim be raised for non-conformity of the product to what agreed, it must be issued by written form to the Seller within MAX 5 days from the receipt of the goods.

The Buyer will have to check at his responsibility the incoming goods through a check-in procedure.

In case of late control, no damage or claim will be recognized.

Any claim will be treated according to UNI EN norms.

## **8. MEASUREMENTS**

The Seller commit himself to respect the measurements and the weights required. The weights shown on the order and on the order confirmations, are a pure indication. Both parties admit the tolerance exceeding the quantity ordered, which depends on the product and can be different for each order.

Excluding some specific products with special dimensions and characteristics, as this will be discussed prior to the order.

Any weight discrepancy must be raised by a note on the delivery note or CMR.

## **9. PACKAGING**

The Seller will make sure that the packaging is suitable according to the rules and the standards for each product and is never responsible for any loss which do not depend on his fault or fraud.

If any specific non-standard packaging is required it will be quoted and invoiced separately.

Packaging strips are absolutely not suitable for lifting weights. The use of proper ropes is necessary. Goods must travel under cover.

## **10. PRELIMINARY INLAND QUALITY CHECKS AND TESTS/TRIALS**

Apart from where otherwise stated on the confirmation order, the supply of the goods is ruled by the specific UNI EN rules applying for each product.

Any test must be expressly required and agreed with the Seller.

All the trials are at the Buyer cost. If no trial or inland test is effected within 15 days from the day the goods are ready, the supply is intended as accepted.

The Buyer preliminary checks are exhaustive.

If the product do not pass the trial, the Supplier is merely obliged to substitute the product with no other reimbursement or indemnity. Alternatively the Supplier can choose to resolve the contract.

## **11. GUARANTEE OF VICES**

The Seller guarantee the conformity of the products to the ones specified in the confirmation order as well as to the UNI EN norms applying for the product.

The guarantee apply to the single product shown on the confirmation order.

The Seller, except where expressly agreed with the Buyer, will not be held responsible about the application of the product nor for the work/process that the product will undergo.



The Buyer have the obligation to make preliminary tests on the product before putting it into production in order to verify if the product is suitable for the process and application.

## **12. DURATION OF THE GUARANTEE**

The guarantee has a duration of 2 months from the delivery. The guarantee is no longer effective where the Buyer do not raise claims within 5 days from the receipt of the goods.

The right to the guarantee is in any case prescribed if not executed within 1 year from the delivery of the goods.

In case the products are affected by implicit vices which could not be detected within 5 days from the receipt of the goods, the Buyer is due to raise the complaint to the Seller within max 2 weeks from the date they have discovered the vice.

It is clearly stated and agreed that the Buyer lose all the rights to the guarantee if they put the product in production or use the product, totally or partially.

## **13. EXECUTION OF THE GUARANTEE**

When the claim is adequately on time and on correct basis, after the checks pursued by the Seller technicians, the Seller obligations are limited to the replacement of the goods, upon return of the claimed goods.

It is expressly excluded the right of the Buyer to resolve the contract or to obtain a reduction on the price as well as any right to indemnity or compensation.

The Buyer will lose automatically any right to the replacement of the goods if do not suspend the use of the materials claimed.

The claims do not give any right to the Buyer to suspend the payments.

The Guarantee will be operating only if the payments terms will be respected.

Except what prescribed by the general conditions or by specific agreements, the Seller will never be responsible for any loss or damage, direct or indirect, subsequent to profit loss (as an example, but not limited to: scrap, loss of production time/shifts, claims from the Buyer's own customers, extra costs rising on the Buyer and so on...)

This limitation is not applicable in case of severe fault of the Seller.

## **14. CONTRACT RESOLVE**

The Seller will have the right to resolve the contract in any moment with no costs if they will be aware that the Buyer is subject to legal controversies or judicial or extra judicial procedures pursued by creditors and/or pre-default or chapter 11 or equivalent measurements.

The Seller have also the right to resolve the contract if the goods are not collected within 30 days from the Buyer received the notification that the goods are ready.

## **15. ACQUIESCENCE**

Any acquiescence of the Seller to any misconduct of the Buyer will not cause the loss of the Seller's rights.



## **16. SAFEGUARD CLAUSE**

The Seller have the right to resign and/or resolve the contract with no consequences in the cases of force majeure and in the ones previewed by the law (including the war, the strikes, block or riots also in the country where the raw materials are produced, fire, floods and calamities and so on...), but also in case of legislative incoming of European Community dispositions directed to limit or discipline the consumption of certain raw materials or finished products.

This faculty of the Seller is also applicable at the appearance of circumstances that substantially alter the status of the markets, the currency value and the status of the Italian industry sector. In general when the Seller resolve the contract for objective reasons not due to their will nor to severe fault, the Buyer will have no right to any indemnity, reimbursement nor compensation of any sort.

The Buyer will have to pay the goods already produced by the Seller.

## **17. APPLICABLE LAW**

For any controversy with Next Steel connected or not to this sales general conditions, the only applicable law is the Italian Law.

## **18. LANGUAGE OF REFERENCE**

The here shown sales general conditions are issued both in Italian and English language. In case of controversy or interpretation doubts, the Italian language version will prevail.

## **19. APPLYABLE COURT**

For any controversy the only appointed law court is the Court of Monza (MI), Italy

The Seller will have the right to choose another local court in the country of the Buyer or elsewhere to pursue the best legal approach.

## **20. INVALIDITY OF SINGLE CLAUSES**

The eventual invalidity of any single clause will not cause the invalidity of the general sales conditions.

THE COMPANY  
NEXT STEEL sas

THE CUSTOMER

The following clauses are expressly approved by the parties: clause 2,5,6,8,9,10,1,12,13,15

THE CUSTOMER  
NEXT STEEL sas

THE CUSTOMER