



GENERAL SALES CONDITIONS OF TAKA S.R.L.

1 GENERAL SUPPLY REMARKS AND VALIDITY – Following the signing of the order confirmation and the general sales conditions, the Customer declares they have seen all the specifications and characteristics of the TAKA s.r.l. products (hereinafter “Products”) and fully accept the content of the relative technical data sheets.

1.1 The purchase orders must be sent by the Customer by fax, email or telephone; the order will only be considered valid after written confirmation from TAKA by s.r.l..

1.2 No other contractual condition will be considered valid unless it has been accepted in writing by both parties.

2 PRICES – The Products will be invoiced at the prices shown in the order confirmation. Should there be any changes, following written notification by TAKA s.r.l., the goods will only be delivered after the customer has confirmed the purchase order again in writing. Unless otherwise indicated in the order confirmation, the prices are intended as ex-works (pursuant to the Incoterms in force on the date the order is confirmed) and are net of VAT, interest, packaging, customs duty and accessory charges, transport and taxes of any type. Should substantial changes be made to the customs, tax or foreign exchange regimes in force before the delivery date, TAKA s.r.l. reserves the right to modify the prices of the Products.

2.1 In case of failure to pay even part of the price, TAKA s.r.l. is entitled: a) to demand payment of the whole price; b) to terminate the contract and withhold what has already been collected, by way of penalty, without prejudice however to the right to damages.

TAKA s.r.l. reserves the right to suspend shipment of the goods if the customer does not make the agreed payments and/or fails to fulfill one or more obligations.

3 SHIPMENT TERMS – Shipment will be made under the transportation conditions and at the cost indicated in the order confirmation unless different shipment services are specifically requested in writing by the Customer.

3.1 In any case, delivery dates will be those indicated in the order confirmation and must be considered purely as approximate and non-binding on TAKA s.r.l.. In case of force majeure (as indicated in art. 8) it will be Taka s.r.l.'s responsibility to take steps to identify the best way to warranty the delivery, in agreement with the Customer.

3.2 Under no circumstances and for no reason, will TAKA s.r.l. be required to pay any compensation for any direct or indirect damage due to delays in delivery caused by the carrier.

3.3 In cases where the Customer is responsible for collecting the goods, if the Customer fails to make the collection within ten days of the “goods ready” notification, Taka s.r.l. shall anyway issue to the relative invoice and charge all and any additional costs. Furthermore, any risk of loss and/or damage regarding said goods shall be understood as borne by the Customer. In case of an unjustified refusal, the Customer shall pay TAKA s.r.l., by way of penalty, a sum equal to 1 % of the sales price for every week of delay.

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PRODUZIONE

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DATI FISCALI

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Cap. Soc. € 100.000,00 i.v.
R.E.A. VI 297025





4 PRODUCT WARRANTY AND DEFECTS – The warranty does not extend to defects or faults resulting from the failure to comply with the instructions for use / technical and safety data sheets provided by Taka s.r.l. In no case is Taka s.r.l. responsible for defects and faults that are caused by a fact following the transfer of risk to the Customer.

Unless otherwise indicated in the offer or in the confirmation of the order, the warranty is valid for twelve months from the delivery date. Should the Products expire more quickly than the term of the warranty, the warranty shall be understood as having a validity equal to that of said expiry.

Under penalty of forfeiture, the Customer shall report defects and faults that can be determined immediately within ten days of the receipt or, in the case of hidden defects or faults, from the date of their discovery, by means of registered letter with return slip.

In implementing the warranty, TAKA s.r.l. may opt:

- a. to replace the goods that are identified as defective, under its own responsibility and its own expense; or
- b. refund the price.

The Customer forfeits the warranty when: i) they do not make the goods available to TAKA s.r.l. to be checked, following the report of defects or faults; ii) destroy the goods without TAKA s.r.l.'s authorisation.

The Customer may not suspend payment for the Products, when there are faults or defects in them.

Without prejudice to the above, if, as a result of the defects of the Products, TAKA s.r.l. is considered liable for the payment of compensation to the Customer this compensation may not under any circumstances exceed the value of the defective part of the products covered by this warranty.

The warranty referred to in this article replaces the warranties and responsibilities provided for by law and excludes any and every other responsibility of TAKA s.r.l. however it originated from the supply of the goods.

5 CUSTOMER OBLIGATIONS, TECHNICAL PARAMETERS - The technical parameters specified in the technical data sheets represent the limits within which the Customer may use the product. It will be the responsibility of the Customer to verify, from the technical data sheets, the suitability of the product for the use they intend to make of it and its suitability for its applications and work processes beforehand.

1.

1. TAKA s.r.l. declines all responsibility for any damage that might directly or indirectly derive to people or property following the failure to observe all the prohibitions indicated in the technical and safety data sheets. In particular, TAKA s.r.l. will not answer either for work by the Customer using the materials provided or for any alteration the said materials might have undergone.

6 RETURNS – The Customer has the right to return the products, with costs borne exclusively by Taka s.r.l., only in the following cases and after Taka s.r.l.'s authorisation:

- damage to the packaging and the goods and/or Products immediately noted, placing the wording subject to check, written on the carrier's proof of delivery under penalty of forfeiture;

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- defective goods as established in art. 4;
- the goods do not conform with the order;
- purchased goods must be complete and returned in the complete original packaging, including their packaging and documentation, within a maximum of ten days from the delivery;
- the delivery note must show the details of the sales invoice or delivery note with a note showing the reserve;
- on arrival in the TAKA s.r.l. warehouses, the goods will be examined to assess any damage or tampering not deriving from transport.

In any other case, different from what is shown above, every return of goods and Products shall be at the Customer's exclusive expense and cost.

7 ORDERS SUSPENSION OR CANCEL – Should the Customer's guarantee of solvency, or more in general, their financial capacity should be lacking or reduced, Taka s.r.l. may suspend or cancel the orders being filled or make the delivery of the products subject to the presentation of adequate payment guarantees. Taka s.r.l. may terminate the contract when thirty days have elapsed from the demand.

8 FORCE MAJEURE – In cases where the filling of orders by TAKA s.r.l. is prevented or hindered because of force majeure or unforeseeable circumstances, or by the impossibility of obtaining the necessary services and materials for filling the order, because of national or company-wide strikes, mistakes, interruptions in transportation, interruption of work at the supplier and/or sub-supplier's plant or proven delays by the same, Taka s.r.l. will have the right to withdraw from this contract or extend the delivery dates for a term that is the same as the above mentioned event through written communication to the Customer within a reasonable term.

8.1 In case of withdrawal, the Purchaser will only be due the return of sums paid in advance, minus any compensation for damage.

9 PAYMENTS – Any method of payment must be agreed with TAKA s.r.l., in writing, before or at the time of the order and/or in the order confirmation.

9.1 In case of delayed payment at the due dates agreed, the legal interest for arrears pursuant to Legislative Decree no. 231 and subsequent amendments and additions dated October 9th 2002 can automatically be charged to the Customer without a formal warning thereof.

9.2. All the sums owing by the Customer to TAKA S.r.l. at that moment, including those relating to orders and supplies, will immediately become payable in full and any easy term payments granted must be understood as being revoked, with the right reserved to suspend the supplies being made. Any renewal of promissory notes will not however constitute novation and, if agreed, the non payment of even one of these at the new due dates will give rise to the operation of the acceleration clause.

9.3 In case of an unsolved of a bank receipt, bank and secretarial costs will be charged in addition to default interests. In case of late payment of a check or bill of exchange bank charges, protest charges, default interests will be charged according to the law (art. 8 law no. 386/1990).

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9.4 TAKA s.r.l. shall be entitled to be reimbursed for the out of court or court legal expenses incurred for the recovery of sums not paid in time.

9.5 TRANSFER AND RESERVATION OF OWNERSHIP: the ownership of the product passes to the Buyer with his delivery.

In the case of hire-purchase and / or with deferred payments, the same must be understood as made with reservation of ownership in favor of Taka, up to the total payment of the agreed price, in addition to the accessory charges. Taka is authorized to carry out, at the Buyer's expense, all the necessary formalities to make the retention of title against each third party.

10 JURISDICTION – For any dispute regarding the interpretation, execution, nullification or termination of this contract, Treviso shall be the exclusive jurisdiction.

11 FINAL INSTRUCTIONS- These general sales conditions, the individual orders, the order confirmations and, in general, the contract between TAKA s.r.l. and the customer are subject to Italian law.

11.1 If a contractual provision in these general sales conditions is deemed to be invalid or null, this circumstance will not jeopardise the validity of the other provisions that shall remain valid and effective.

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