

## GENERAL SALES CONDITIONS

### 1. GENERAL TERMS

The conditions stated below apply to all our offers, sales and deliveries, even if the purchaser indicates other or different conditions on his order. Application of exceptions is allowed only if agreed and signed by Nadella.

### 2. ORDERS

All orders are binding and we do not accept any orders implying penalties for us.

### 3. ORDER ACKNOWLEDGEMENTS

In case of dispute, the terms set in our order acknowledgements are applied.

### 4. PAYMENTS

Unless otherwise agreed, all invoices are payable at our head office in Milan. After expiration of eight days from the contractual deadline, the amount which has not been paid or paid only partially will be subject to late payment interests at the rate established by DL 9.10.2002 n.231 implementing EU Directive 2000/35-CE "Fight against late payment in commercial transactions.

" Failure to pay a supply within the agreed terms will make all other service immediately enforceable, and ongoing contracts will be subject to withdrawal with no possibility for the debtor to oppose, all our rights being understood.

### 5. SPECIAL PRODUCTS

For bearings, or parts of them, for which a special manufacturing is concerned, a tolerance in quantities delivered is admitted, to the extent of 10% more or less than the ordered quantity.

### 6. DELIVERY TERMS INDICATED IN OUR ORDER ACKNOWLEDGMENTS

Delivery dates are approximate and cannot be interpreted as a clear commitment to deliver on the indicated date. The delays cannot give rise to any cancellation of orders, nor any action of damage recovering may be claimed against our Company. All goods are shipped at purchaser's own risk even when they are shipped by delivery duty paid. It is up to the purchaser or recipient to call for an action on his/her rights against the carrier or insurer. Delivery is considered effective when made available to the purchaser or following to handover to the carrier. Without being in any way obliged to pay any compensation, we reserve the right to postpone the date of delivery or to terminate the contract in any of the following cases:

- a) force majeure events including, without limitation, strikes, accidents, riots, insurrections, wars, interruptions and / or delays by our suppliers, etc..;
- b) failure, inaccuracy or delay by the purchaser in the transmission of information necessary for the execution of the order;
- c) any change after the receipt of the order;
- d) failure to comply with terms of payment by the purchaser.



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## 7. WARRANTY AND COMPLAINTS

Any claims for missing or non-compliant items must be submitted in writing within 8 days upon receipt of the goods (for apparent defects) or from their discovery (for hidden defects), and in any case not later than 12 months from delivery, provided that the goods have not undergone any alteration or manipulation by the purchaser or user, by registered letter with return receipt; failing such notification the purchaser's right to claim the above defects will be forfeited.

We guarantee that our goods are free of defects in manufacturing or materials.

After direct defect detection, our Company reserves the right to replace the defective material or refund the price that was paid for it. Items that are deemed defective must be returned carriage paid to our address. The complaint can never give rise to the cancellation or reduction of orders by the purchaser, neither to any compensation payment on our side. Our warranty is void if the parts returned as defective have been altered or repaired. Our warranty does not cover any damage or defects caused by external agents, insufficient maintenance, overloading, unsuitable lubricant, natural wear, inaccurate choice, incorrect installation or any other cause beyond our control.

## 8. CODE OF ETHICS

The code of ethics in Nadella company states behavioural loyalty and transparency by all employees and third parties involved. Any behaviour by consultants, suppliers, customer and partners which is in contrast with ethical rules implies contract and contractual transactions resolution, as well as compensation for damages caused to Nadella company. Our code of ethics is on our website [ww.nadella.eu](http://ww.nadella.eu).

## 9. JURISDICTION AND DISPUTE SETTLEMENT

It is understood and agreed that the Court of Milan will be the sole jurisdiction in any dispute related to our supplies, whatever the place where it originated or where the contract is to be performed. Although not expressly stated in these general conditions of sale, please refer to the rules, customs and the Civil Code in force.