

General sales conditions

1. **PURPOSE OF THE CONTRACT**
 - 1.1. This contract between Westrafo S.r.l. and the Customer regulates the supply of transformers and/or of the related Accessories, hence called 'Products'.
 - 1.2. The Agreement may also include any complementary services in relation to which the customer agrees to confirm in writing their interest to the execution by the deadline specified in the order confirmation sent by Westrafo srl
2. **SCOPE OF APPLICATION**
 - 2.1. The supply of transformers and related accessories and/or services by Westrafo srl to the Customer is governed by these terms and conditions attached to each order confirmation and always available on the Internet website of the Company www.westrafo.com.
 - 2.2. Other general conditions of any kind, attached and/or included in customer orders and/or to any other documentation transmitted to Westrafo srl cannot be considered applicable to the Agreement and/or the current supply, unless otherwise expressly agreed between the parties.
 - 2.3. Further modifications and/or additions to these general conditions shall take effect and shall be binding only if agreed between the parties and accepted in writing by both parties.
3. **TECHNICAL SPECIFICATIONS**
 - 3.1. Drawings, executive projects and/or technical specifications sent by the Customer (hence Technical Specifications) to Westrafo srl for the offer formulation and/or the development and production of the products are to be considered an integral part of the Contract.
 - 3.2. The customer's delay in the transmission of the Technical Specifications may determine a proportional deferral of delivery, to be renegotiated in good faith.
 - 3.3. Westrafo srl, in compliance with the agreed standards and/or the given Technical Specifications, has the full right to modify the products in order to ensure the correct manufacture and operation in compliance with the functional specifications agreed and any technical specifications. The customer will be informed of such changes only if those may lead to a delay in the agreed delivery.
 - 3.4. If drawings and Product data sheets are sent to the customer for a preliminary assessment, those shall be deemed accepted by the Customer implicitly if within 5 (five) working days from receipt the customer does not propose any changes and/or make any comments regarding the documentation.
4. **MODE AND TERMS OF DELIVERY**
 - 4.1. The place of delivery is determined by the Incoterm indicated in the order confirmation sent by Westrafo srl to the customer.
 - 4.2. Unless otherwise agreed in writing, Westrafo srl is never liable for delays and/or damages occurred during transport.
 - 4.3. Unless otherwise agreed, in case of an order with split deliveries, the delivery date of each batch of products will be calculated from the date of receipt of Westrafo's order confirmation by the customer.
 - 4.4. Unless otherwise agreed in writing amongst the Parties, in case of payment by letter of credit, the delivery period will be calculated from the date of acceptance of the L/C by Westrafo srl.
 - 4.5. Unless otherwise agreed in writing, if after the receipt of the order confirmation by Westrafo srl the customer asks one or more technical amendments to the products, the delivery of the products will be automatically delayed for the time needed to implement the required technical changes in the contract, maintaining in any case the right of Westrafo srl to change prices according to changes made and/or to be made.
5. **DELAYS**
 - 5.1. In case of a delay in the delivery of products caused by force majeure, unforeseeable circumstances and/or other events not attributable to intent and/or negligence by Westrafo Srl, the Customer has no right, nor can he take, any claim for damages, and/or for the termination of the contract and/or for price reduction.
 - 5.2. In case of a delay in the withdrawal of the products of more than 30 calendar days after the agreed date, the customer will pay all expenses related to their care, recognizing Westrafo srl a fee equal to 0.5% of the value of such products to be paid monthly until withdrawal.
6. **PRICE AND PAYMENTS**
 - 6.1. The price of Products and/or complementary services is indicated in the Order Confirmation sent by Westrafo srl.
 - 6.2. Any changes and/or modifications of the products will lead to an adjustment in the related prices because of possible increases in production costs and raw materials, as agreed from time to time between the parties.
 - 6.3. The price of products must be paid by the customer under the terms and the deadlines agreed between the parties.
 - 6.4. Westrafo srl has the right to suspend the delivery of the Products until the payment of sums in distress and/or up to the provision of appropriate guarantees for the deliveries in progress, if the customer were to present outstanding payments in connection with the Agreement and/or with other supply relationships with Westrafo Srl and/or its partners.
 - 6.5. It is excluded that any faults and/or defects in products, complained and/or confirmed, as well as any delays in delivery, whether or not due to Westrafo Srl, can give the customer the right to suspend the payments related to the ongoing supply and/or to other contractual relationships between the parties.
7. **RETENTION OF OWNERSHIP**
 - 7.1. Westrafo srl It remains the sole owner of the products until the date of total payment.
 - 7.2. In the event of a contract breach caused by the Customer, the fees paid will be acquired by Westrafo srl as compensation, within the limits established by law, and will be subject to the right to claim additional damages.
8. **TESTS AND TEST WITNESSING**
 - 8.1. The products are subject, in any case and before delivery to the customer, to a preventive testing at Westrafo srl production facility with routine tests carried out according to the latest publication of the IEC standard.
 - 8.2. Such routine tests, unless otherwise agreed in writing, are carried out without the participation of the customer.
 - 8.3. Westrafo srl shall deliver documents attesting to the successful outcome of the tests carried out at the time of delivery of the Products.
 - 8.4. If the participation of the Customer at the tests referred to in par. 8.1. is agreed by both Parties, Westrafo, at its discretion, will set the test date based on the availability of their testing room, with the power to postpone the terms of delivery provided in the contract within a reasonable time frame. Unless otherwise agreed, the customer will have to pay a expense refund to be agreed by the parties.
 - 8.5. Upon Customer's request, the tests may be carried out in the presence, of a third-party certifying authority, as well as representatives of Westrafo srl and the Client. The costs relating to such tests shall be borne by the customer.
 - 8.6. In any case of participation of the customer and/or his representative to tests as referred to in Article 8, the successful outcome of the test will result in an irrevocable acceptance of the Products by the Customer.
 - 8.7. Any type and/or special tests, other than those referred to in par. 8.1. may be agreed upon between the parties only in order phase, with costs borne entirely by the customer.
9. **CONFIDENTIALITY, KNOW HOW AND INTELLECTUAL PROPERTY**
 - 9.1. All costs, damages, expenses and losses suffered by Westrafo srl as a result of a breach of patent rights and/or trademarks and/or models, drawings or improper disclosure or use of know-how due to the Customer (and/or third parties connected to it) are a responsibility of the latter.
10. **WEIGHTS AND PACKING**
 - 10.1. Weights and nominal dimensions wherever they are shown, are intended as guidelines only.
 - 10.2. Westrafo will not provide packaging for the products unless expressly stated and agreed upon in Order Confirmation.
11. **WARRANTIES**
 - 11.1. Unless otherwise stated in Order Confirmation, Westrafo srl guarantees the absence of flaws and defects in the workmanship and the materials used to manufacture the products for 12 months from the date of installation (the Warranty Period), and in any case no longer than 18 months from the declaration of goods ready for delivery, provided that the seals, where present, are unbroken.

- 11.2. The warranty is specifically excluded for supplies in the countries of US, CANADA or in countries subject to the same legislation, unless it is specifically and unequivocally accepted in writing by Westrafo srl.
- 11.3. Where defects and/or flaws are detected in the Products during the Warranty Period, Westrafo srl will only have the obligation, in its sole discretion, to remove the defect or, alternatively, to replace the defective products or product components with delivery by the plant of Westrafo srl.
- 11.4. Warranty obligations will be effective and binding only if Westrafo srl is placed in a position to verify the existence of flaws and/or defects alleged by the Customer.
- 11.5. The warranty obligation is fulfilled with the elimination of the flaws and/or defect alleged by the customer, or with the replacement of the Product and/or the defective components, without other charges and/or obligations of the latter.
- 11.6. Unless otherwise agreed in writing, the Client will pay all expenses related to the replacement and/or the repair of the products and/or the defective components, including those for the purpose of removal and installation of the product at the original site, including travel expenses, staff meals, accommodation and service charges.
- 11.7. Under penalty of forfeiture of the warranty, the customer must notify in writing, by registered mail, return receipt or equivalent mode all flaws and/or defects found no later than 8 (eight) days from the effective date of the Product Delivery, or , in case of hidden defects, no later than 8 (eight) days from discovery thereof.
- 11.8. The warranty does not cover the parts of the Products subject to wear and tear and defects resulting from improper installation and/or use and/or installation of the Products, the activities carried out by personnel not appointed by Westrafo srl and in any case, alterations and/or repairs by third parties performed without the prior written consent of Westrafo srl or resulting from normal wear and tear of the parts of the Products.
- 11.9. The warranty expires if the customer does not respect the deadlines and methods of payment, the instructions for use and maintenance and if the products are used for applications not in accordance with their normal use and/or differently from the specifications and/or from the transformer manual delivered with the product.
- 11.10. The customer loses the right to warranty in the event of use of non-original spare parts.
- 11.11. Upon expiry of the warranty period and/or the terms of their complaint, no claim can be made against Westrafo srl in relation to the alleged lack of conformity.
- 11.12. The warranty also ceases in the event of operation and/or installation not in accordance with the recommendations of Westrafo S.r.l., of defective maintenance, of alteration of the safety devices, of repairs carried out by a third party or by the customer without the prior written permission of Westrafo S.r.l.
- 11.13. The warranty does not cover normal wear and tear of the products, the failures or damage during transportation (unless the same has been taken in charge by Westrafo Srl), storage at the customer's warehouse and/or installation and/or commissioning.
- 11.14. Without prejudice to the rules on liability for defective products and the possible liability in the event of willful misconduct or gross negligence, Westrafo srl It is not responsible in any way for direct, indirect or incidental damages that the customer and/or third parties could suffer as a result of defects in products. Westrafo srl shall not be liable to the Client and/or subsequent users for loss of production, of profits, of use or for any consequential, direct or indirect economic damage of any cause and any kind.
- 12. In no case the total liability of Westrafo srl for damages resulting from defects and/or defects of products with regards to this Agreement shall exceed their total price.

APPLICABLE LAW

- 13. The contract between the parties is, in any case, regulated by the Italian law.

JURISDICTION

- 13.1. Any disputes concerning the interpretation and execution of contracts and/or issues covered by these Conditions of Sale shall be exclusively settled by the Italian Judicial Authority of the Court of Vicenza.
- 14. Westrafo srl retains the right to summon the customer in the jurisdiction where the latter is established or in the place where the products subject to dispute are.

MISCELLANEA

- 14.1. It can never be understood as a waiver of the rights springing from these conditions, the fact that Westrafo does not assert them or does not demand their immediate observance.
- 14.2. The original version of these Terms and Conditions is in Italian language.
- 14.3. All communications sent to Westrafo srl, in order to be considered effective, must be in Italian or English, unless express written provision of non-application of this clause.
- 14.4. The customer subscribes to these general conditions in Italian and English, it being understood that in case of conflict between the two versions, the Italian text will always prevail.
- 14.5. The customer declares to have been informed of all the particulars required by art. 13 D. Lgs. 30.6.2003 n. 196 and gives its consent, pursuant to art. 23 of the Decree mentioned in that personal/business data to be processed in accordance with law and possibly communicated to third parties.
- 14.6. These Terms and Conditions replace and supersede any previous agreement between Westrafo srl and the Customer.
- 14.7. In the event that a single standard of the present GSC is invalid, the contract remains validly disciplined.

THE CUSTOMER

DATE

THE customer declares under and for the purposes of articles. 1341 and 1342 to have read carefully and to specifically approve the following clauses:

§ 1.2. Object of the contract; § 2. Scope of application and in particular: § 2.1. Tacit acceptance of the conditions of sale; § 3. Technical specifications and in particular: § 3.4. Silent consent; § 4. Procedures and terms of delivery and in particular: § 4.2. exclusion of liability for damage/delays during transport; § Automatic Extension of deadlines; § 5. Delays and in particular: § 5.1. Fortuitous Case and Force Majeure; § 5.2. Storage costs for non-collection. § 6. Price and payments and, in particular: § 6.4. Suspension of supply; 6.5. Solve et repete. § 7. Retention (7.1. And 7.2.) § 8. Test and Witnessing and in particular § 8.4. Postponed deliveries; § 8.6. Automatic acceptance in case of participation in the testing; § 9. Violation of intellectual property rights; § 11. Warranties and in particular: § 11.1 Duration of the warranty; § 11.2. Exclusion of the US/Canada; § 11.4. Control of vices; § 11.6. Expenses; § 11.7. Terms of decadence; § 11.8./11.9./11.10./11.11./11.12./11.13. Assumptions exclusion of warranty; § 11.14. Limitations of Liability; § 11:15 Maximum responsibility of Westrafo. § 12.1. Applicable law; § 13.1. Jurisdiction; § 13.2. Alternative Forum; § 14.1. Waivers; § 14.6. Prevalence of the clauses; § 14.7. Safeguard clause concerning the validity of the contract.

THE CUSTOMER

DATE
