



## Selling Contract

### 1) Contract formation and validity of the General Conditions of Sale

1.1 – These General Conditions of Sale (hereinafter referred to as “GCS”) shall apply to all sales of products and/or accessories (hereinafter referred to as “Products”) that are sold by O.M.E. s.r.l. (“O.M.E”) to the customer (“Customer”). GCS, together with Seller’s specific conditions contained in the purchase order confirmation or in the contract of sale or in other documents attached thereto constitute the entire agreement between O.M.E. and the Customer and supersede in their entirety, annulling its provisions, any other conflicting term and condition any oral or written communication proposed by Customer that are not expressly incorporated herein.

1.2 – By placing an order, Customer expressly acknowledges to have read O.M.E.’s GCS published on the website [www.omemotors.com](http://www.omemotors.com) and declares to accept them entirely

1.3- If any of GCS or part thereof shall be determined to be void, unenforceable or illegal in whole or contained in part. Such determination shall not affect the validity of the other terms and conditions herein. In case of conflict between the wording of the present GCS and the provisions in the order confirmation or contract of sale, the latter shall prevail.

**2) Acceptance of order:** the contract of sale is concluded by the receipt of the order signed by the purchaser in accordance with the offer

**3) Payments:** the buyer’s proposal of order should be accompanied by the payment of an amount as an advance of the amount indicated by the same seller which could also be detained in the cases illustrated in point 6 below.

**4) Transfer - risks:** the electric motor is considered totally sold by delivery to the carrier, therefore it always travels at the sole risk of the purchaser and the vendor is not liable for any event following the delivery to the carrier, even in the case by which the parties agree that the carrier is chosen and instructed by the vendor.

**5) Transportation:** transportation costs and any incidental costs relating thereto shall be borne by the buyer unless otherwise agreed.

**6) Delivery-resolution-penalties:** the deadlines are established solely for the benefit of the seller and any delays in delivery do not entitle to compensation for damages to be paid to the buyer. The refusal to receive the electric motor within the time specified allows the transferor to consider the contract terminated, with the right of the same to a penalty equal to 40% of the contract value, to be exercised also by retention of any amounts prepaid by the purchaser. And without prejudice to the right of the transferor to seek fulfillment issuing invoice for the electric motor placed at the disposal of the buyer and charge the costs of depository and any other damages suffered as a result of the delay in the withdrawal of the same.



OME Electric Motors srl

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**7) Warranty:** The buyer declares to have read, understood and agreed to the terms of guarantee posted on the website [www.omemotors.com](http://www.omemotors.com)

**8) Vices, exceptions, terms and form:** upon delivery or clearance, the buyer has the obligation to examine the electric motor and forfeits therefore the right to plead non-hidden defects if he fails to immediately formalize the exception by registered letter with a form for acknowledgment of receipt to be sent to both the registered office of the seller and to that of the carrier. No exception of defects, however, may be raised after 8 days of discovery or in a form other than the written one. No exception for defects can be raised if the electric motor has been modified by the purchaser or a third party not expressly authorized in writing by the seller

**9) Exceptions and payment:** the buyer can not, however, delay or omit the payment objecting to the breach of the seller

**10) Settlement of disputes:** These GCS exist in Italian and in English and are published on the website [www.omemotors.com](http://www.omemotors.com)

This Agreement and any obligations deriving therefrom shall be governed and construed in accordance with the Convention on contracts for the international sale of goods (1980) Unidroit principles.

Any and all disputes/differences or claims arising under this Agreement or out of or in connection with the execution, interpretation, performance, or non-performance of this Agreement or any or all of the foregoing shall be solely and finally settled by arbitration according to rules of International Chamber of Commerce by three arbitrators in accordance with said Rules of the said International Chamber of Commerce at present in force. All arbitration proceedings shall be conducted in English language. The award of the Arbitral Tribunal shall be final and binding on the Parties. Seat of arbitration will be Lugano, (Switzerland).

Matters not provided for in this Agreement shall be mutually agreed after consultation between the Principal and Distributor.



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