



Piston Ring Excellence

## QIN Terms and Conditions of Sale

The following General Terms and Conditions of Sale and Delivery apply to the business conducted by QIN S.r.l (hereinafter referred to as "QIN") regarding the sale and delivery of manufactured parts (hereinafter referred to as "Delivered Goods"). These Terms and Conditions shall solely apply, to the exclusion of any contradicting or conflicting terms or conditions that the contractual partner (hereinafter referred to as the "Purchaser") may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1. All prices are quoted in Euros.
2. VAT is in addition to the quoted rates and, where applicable, shall be paid by the Purchaser at the rate(s) prevailing at time of supply.
3. Prices are quoted Ex-Works Genoa, Italy (Incoterms 2020) unless stated otherwise.
4. Prices exclude delivery, customs duties, freight forwarding and storage unless stated otherwise.
5. All Delivered Goods offered are subject to availability at time of order. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. QIN will always make best endeavours to meet our quoted lead-time and / or any reasonable shipment date requested by the Purchaser but will not be held liable for Liquidated Damages related to delays.
6. Confirmation and Purchase Order are required prior to supply.
7. Quotations are valid for 30 days, unless otherwise indicated.
8. Quotations and Order Acceptance are subject to QIN Srl's Standard Terms and Conditions, unless otherwise specified.
9. The technical and commercial details within QIN Quotations are issued in the strictest of confidence and are not be shared with 3<sup>rd</sup> parties unless with the express permission of QIN.
10. Whereas Title of the Delivered Goods sold shall not pass to Purchaser until payment has been received in full, Risk in the Delivered goods will transfer to the Purchaser at the moment at which they (or their nominated carrier) takes possession of the Delivered Goods.
11. In the event of order cancellation during the production cycle or after delivery, QIN reserves the right to invoice a restocking fee equal to 20% of the EXW value of the Delivered Goods.
12. Unless otherwise stated, all Delivered Goods come with a 24-month warranty, effective from date of despatch or a 12-month warranty from date of installation (whichever comes first). This covers the Purchaser against material defects or poor workmanship in the Delivered Goods and is contingent upon:
  - i) Delivered Goods being inspected by the customer within 7 days of receipt and any warranty claims being reported to QIN within a maximum of a further 7 days from receipt.
  - ii) Any warranty claim beyond that initial 14-day period being made within a maximum of 7 days from the date of the grounds for that claim arising.
  - iii) In all circumstances, for a warranty claim to be considered valid the subject Delivered Goods must be made available to QIN for inspection & evaluation within a maximum of 14 days of first report of the claim.
  - iv) In the event that there is no material defect found upon inspection or if the material defect is based on a circumstance for which QIN is not liable, the Purchaser shall reimburse QIN all costs arising therefrom.
13. The extent of QIN's liability under this warranty shall be capped at the purchase value of the Delivered Goods. QIN shall not be liable to the Purchaser or any third party for any liability, claims, obligations, damages, costs, or expenses, including without limitation, any direct, indirect,

- special, incidental, or consequential damages (including lost profits, business losses, personal property damage, personal injury, and death) arising out of or relating to the sale of the Delivered Goods by QIN to the Purchaser or any related services provided by QIN by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or in contract, tort (including negligence), breach of statutory or common law duty or otherwise.
14. Declaration of Origin of the Goods: Italy (EU)
15. Any contract incorporating these Terms and Conditions, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of Italy
16. Each party irrevocably agrees that the courts of Italy shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with
- any such contract or its subject matter or formation
15. QIN's agents and employees are prohibited from soliciting or accepting kickbacks, bribes and inappropriate gifts and entertainment. Customer is required to avoid any action to induce QIN's agents and employees to accept any improper consideration, whether legal or illegal. Customer warrants that no such consideration has been offered or provided.
16. QIN fully recognises the impact of the General Data Protection Regulation (GDPR) to our customers and, as such, continues to be committed to ensure your data is protected within our company database. We may share information to complete your business needs with our registered vendors and partners. Third-party recipients of your personal data are only permitted to use the information for the services or function for which they have been engaged, and are required to have in place reasonable safeguards for protecting personal information.

**Correct as of 6<sup>th</sup> July 2020**