These terms and conditions shall apply to any contract concluded (the “Contract”) for the sale or supply of Goods and/or Services from Seller to Buyer whether the Contract for such sale is concluded by acceptance by Seller of Buyer’s purchase order or by acceptance by Buyer of Seller’s quotation, unless the parties expressly agree in writing in the Contract that these terms and conditions shall be subject to a different form of contract. In the event of conflict between the pre-printed terms provided in any purchase order or other document and these terms and conditions, these terms and conditions shall prevail. All inconsistent or additional terms and conditions in any Buyer acknowledgement, invoice or other forms or which Buyer may seek to impose or incorporate by trade practice are expressly objected to and rejected by Seller and shall not bind Seller unless expressly agreed to in writing including as stated on Seller’s quotation or sales order acknowledgment.

2. Price and payment

2.1 Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Goods and/or Services shall remain in effect for thirty (30) days after the date of Seller’s quotation, or acknowledgment of Buyer’s order for the Goods and/or Services, whichever occurs first, provided an unconditional authorisation from Buyer for the supply of the Goods and/or Services is received and accepted by Seller within such time period. If such authorisation is not received and accepted by Seller within thirty (30) day period, Seller shall have the right to change the price for the Goods and/or Services.

2.2 Once accepted, the price will become firm, however, Seller shall be entitled to increase such price to take account of cost escalation in the event of delivery that the Goods or provision of the Services is delayed beyond standard delivery schedules for reasons outside of the control of Seller and/or to take account of foreign currency fluctuations where the same differs from the currency quotations in Seller’s price list.

2.3 Unless otherwise specified in Seller’s quotation, payment terms are net thirty (30) days after the date of invoice. Any amounts not paid when due shall bear interest at the rate of 1.5% per month or at the highest rate permitted by law (whichever is less) from the due date until paid.

2.4 If Buyer defaults in any payment when due, Seller, without incurring any liability to Buyer or any other party, may, at its option and in addition to other remedies available, declare all work complete with payment immediately due and payable together with interest as provided in the preceding paragraph on all outstanding amounts due. In the event of a conflict between deliveries until all past due payments and interest have been made and/or that any further deliveries be paid for prior to shipment. If requested by Seller, Buyer shall obtain a bond or other security to provide guarantees of payment to Seller.

2.5 As and if requested by Seller, Buyer shall at its expense establish and keep in force payment security in the form of an irrevocable, unconditional, sight letter of credit or bank guarantee allowing for pro-rata payments as Goods are shipped and Services are performed, plus payment of cancellation and termination charges, and all other amounts due from Buyer under the Contract (“Payment Security”). The Payment Security shall be (a) in a form, and issued or confirmed by a bank acceptable to Seller, (b) payable at the counters of such bank in the currency of the contract, and (c) held by Seller until all Goods have been shipped and all Services have been performed, (d) remain in effect until the latest of ninety (90) days after the last scheduled Goods shipment, completion of all Services and Seller’s receipt of the final payment required under the Contract. Buyer shall, at its expense, increase the amount(s), extend the validity period(s) and make other appropriate modifications to any Payment Security within ten (10) days of Seller’s notification that such adjustment is necessary in connection with Buyer’s obligations under the Contract.

2.6 Seller is not required to commence or continue its performance until and unless required Payment Security is received, operated and in effect and any conflict of a conflict between deliveries until all past due payments and interest have been made and/or that any further deliveries be paid for prior to shipment. If requested by Seller, Buyer shall obtain a bond or other security to provide guarantees of payment to Seller.

2.7. As and if requested by Seller, Buyer shall at its expense establish and keep in force payment security in the form of an irrevocable, unconditional, sight letter of credit or bank guarantee allowing for pro-rata payments as Goods are shipped and Services are performed, plus payment of cancellation and termination charges, and all other amounts due from Buyer under the Contract (“Payment Security”). The Payment Security shall be (a) in a form, and issued or confirmed by a bank acceptable to Seller, (b) payable at the counters of such bank in the currency of the contract, and (c) held by Seller until all Goods have been shipped and all Services have been performed, (d) remain in effect until the latest of ninety (90) days after the last scheduled Goods shipment, completion of all Services and Seller’s receipt of the final payment required under the Contract. Buyer shall, at its expense, increase the amount(s), extend the validity period(s) and make other appropriate modifications to any Payment Security within ten (10) days of Seller’s notification that such adjustment is necessary in connection with Buyer’s obligations under the Contract.

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2.9. As and if requested by Seller, Buyer shall at its expense establish and keep in force payment security in the form of an irrevocable, unconditional, sight letter of credit or bank guarantee allowing for pro-rata payments as Goods are shipped and Services are performed, plus payment of cancellation and termination charges, and all other amounts due from Buyer under the Contract (“Payment Security”). The Payment Security shall be (a) in a form, and issued or confirmed by a bank acceptable to Seller, (b) payable at the counters of such bank in the currency of the contract, and (c) held by Seller until all Goods have been shipped and all Services have been performed, (d) remain in effect until the latest of ninety (90) days after the last scheduled Goods shipment, completion of all Services and Seller’s receipt of the final payment required under the Contract. Buyer shall, at its expense, increase the amount(s), extend the validity period(s) and make other appropriate modifications to any Payment Security within ten (10) days of Seller’s notification that such adjustment is necessary in connection with Buyer’s obligations under the Contract.

3. Taxes and other charges

Unless otherwise specified in writing by Seller: (a) transportation and insurance charges shall be based upon point of manufacture and shall be paid by Buyer, (b) installation charges shall be borne by Seller, and Seller has no obligation to install the Goods for Buyer and (c) any taxes, duties or other charges imposed or incurred in relation to the performance of the obligations contemplated in the Contract shall be borne by the party that incurred such obligation or as the law specifically provides as being responsible for such tax, duty or other charge.

4. Delivery, risk and title

4.1 Unless otherwise specified in Seller’s quotation, delivery of the Goods shall be ex works (EXW, Incoterms 2010) Seller’s manufacturing facility. Delivery shall be deemed to be completed when Seller informs Buyer in writing that the Goods are ready for shipment and can be picked up at the delivery location (“Delivery”), upon which time the risk to the Goods shall pass to Buyer. If Buyer delays shipment on notification of completion of the Goods, if Buyer fails to collect the Goods after Seller’s notification or if Seller has agreed to deliver the equipment other than ex works and shipment is postponed by or due to Buyer’s delay or request, Seller may tender delivery and store the equipment at Buyer’s expense (and at a rate of 1% of contract value per month) and risk. Such tender shall constitute delivery and the full purchase price for the Goods delivered shall be immediately due and payable by Buyer.

4.2 Any claims regarding shortages in delivery must be made within thirty (30) days from Delivery and must be accompanied by the packing list(s) covering the shipment.

4.3 Title shall only pass upon receipt of full payment of the purchase price for the Goods by Buyer.

4.4 Performance of the Contract is contingent upon Buyer supplying to Seller, when needed, all required technical information, including drawing approval and all required commercial documents, delivery instructions and other instructions required for the supply of the Goods. Unless otherwise agreed, Seller shall have the right to make partial deliveries.

5. Warranty

5.1 Subject to the limitation of liability and the conditions set out below and unless otherwise specified in Seller’s quotation, Seller warrants the Goods, that the Goods, upon delivery, shall conform with the specifications listed in the Contract (or to Seller’s currently published specifications if there are no specifications in the Contract) and shall be free from defects in material and workmanship. The warranty period shall expire on the earlier of twelve (12) months from the date of unpacking or eighteen (18) months from the date of Delivery to Buyer.

5.2 Subject to the limitation of liability and the conditions set out below and unless otherwise specified in Seller’s quotation, Seller warrants that in performing the Services, it will exercise all reasonable skill and care and due diligence and shall perform the Services in accordance with professional practice. Seller warrants that all Services performed shall be free from faulty workmanship for a period of ninety (90) days from completion of the Services.

5.3 The above warranties are given by Seller subject to the following conditions:

(a) Buyer shall be under no liability in respect of any defects arising from any drawing, design or specification supplied by Buyer or if the Goods differ from their specification as a result of changes made to ensure that they comply with applicable statutory or regulatory standards;

(b) Buyer shall be under no liability in respect of any defects arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow Seller’s instructions, storage, installation, start up, maintenance and repair guidelines, modification, disassembly, alteration or repair of the Goods without Seller’s written approval or where the Goods have been subject to corrosion or have been misused, mishandled or improperly installed;

(c) Seller shall be under no liability under the above warranties or (any other warranty, condition or guarantee) if the total price of the Goods has not been paid by the due date for payment;

(d) the above warranties do not extend to the supply of soft goods required to inspect or maintain any part of the Goods supplied;

(e) the above warranties do not extend to parts, materials or equipment not manufactured by Seller in respect of which Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to Seller;

(f) Seller shall be under no liability if Buyer makes any further use of the Goods after giving notice in accordance with clause 9.6.

5.4 Any claim by Buyer which is based on any defect in the quality of the Services shall be notified to Seller as soon as possible within the warranty period. Failure by Buyer to give such written notice within the applicable time period specified above shall be deemed an absolute and unconditional waiver of Buyer's claim for such defects. Seller's liability is limited solely to correct performance of that portion of the Services found by Seller to be defective or at Seller's option, refunding to Buyer purchase price allocable to the nonconforming part of the Services.

5.5 Any claim by Buyer which is based on any defect in the quality or condition of the Goods or their failure to respond to specification shall be notified to Seller within 30 days from the date of Delivery or (where the defect or failure was not apparent on a reasonable inspection) within a reasonable time after discovery of the defect or failure during the warranty period.
Failure by Buyer to give such written notice within the applicable time period specified above shall be deemed an absolute and unconditional waiver of Buyer’s claim for such defects. Buyer shall have only the rights and remedies that do not impair Seller’s warranties.

5.6 Seller must receive written notice of any defect within the warranty period and be given a reasonable opportunity to examine the Goods and all information available so that Seller can detect the root cause of any defect. Seller’s liability is limited solely to repair or replacement of any Good at Seller’s point of manufacture or, at Seller’s option, refunding to Buyer the purchase price allocable to the nonconforming portion of the Contract. However, for Goods not installed by Seller, Buyer shall be responsible for removal, return and reinstallation costs.

5.7 Before returning any Goods to Seller, Buyer must contact Seller for a return authorization confirmation and provide a failure report detailing the claimed defect or failure. Upon return confirmation, Buyer will return the Goods to Seller, freight prepaid. After Seller verifies that the Goods were nonconforming or defective under this clause, Buyer will be reimbursed for the cost of returning the Goods. Unless approved in advance by Seller, Seller shall not be liable for any transportation charges for the return of the Goods or any other costs or charges incurred by Buyer. Goods repaired and parts replaced during the warranty period shall be in warranty for the remainder of the original warranty period.

5.8 Subject to this clause 5, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY OTHER MATTER WHATSOEVER WITH RESPECT TO THE GOODS AND/OR SERVICES, whether the Goods are used alone or in combination with any other item. BUYER IS NOT AUTHORIZED TO MAKE OR ACCEPT ANY WARRANTY OR ASSUME ANY OBLIGATION OR LIABILITY ON SELLER’S BEHALF IN CONNECTION WITH THE SALE, INSTALLATION OR USE OF THE GOODS. Seller’s warranties shall not be enlarged by, nor shall any obligation or liability of Seller be increased by, any advice given or Seller providing technical advice concerning processing, further manufacture, other use or resale of the Goods provided hereunder.

6. Limitation of liability

6.1 Notwithstanding any other provision in the Contract to the contrary and to the extent permitted by law, Seller shall, under any circumstances, be liable only for: (a) any actual property damage caused by the loss of profits or revenues, loss of use or any losses in relation to business interruption, loss of production, non-operation of equipment, cost of capital, downtime costs, cost of purchased or replacement power and/or facilities, or any, that arise in connection with the Contract.

6.2 Without prejudice to what stated in clause 6.1, notwithstanding any other provision in the Contract to the contrary and to the extent permissible by law, Seller’s total liability with respect to any and all claims, losses and damages arising out of any cause whatsoever related hereto shall in no event exceed the total contract price.

6.3 The above shall neither limit nor exclude Seller’s liability for death or bodily injury resulting from negligence, fraud or other liabilities which cannot be excluded by law.

6.4 If Buyer is supplying Goods or Services to a third party, or using Goods or Services at a facility owned by a third party, Buyer shall either (i) indemnify and defend Seller from and against any and all claims, losses, damages, penalties, or costs of storage during suspension. The schedule for such adjustment will be in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Seller’s then-current standard time and material rates.

8.3 If the Contract (or any portion thereof) is terminated, Buyer shall pay to Seller for all Goods completed, lease fees incurred and Services performed before the effective date of termination, plus expenses incurred by Seller in connection with the Contract.

8.4 Either Buyer or Seller may terminate the Contract (or the portion affected) upon twenty (20) days’ advance notice if the other party is in material breach of the Contract. In such case, Buyer shall pay to Seller amounts payable under clause 8.3, excluding the cancellation charge for uncompleted Goods.

8.5 Buyer shall pay all reasonable expenses incurred by Seller in connection with a suspension (including as a result of a Force Majeure Event - as described under clause 9) against it a proceeding under any bankruptcy, insolvency, dissolution or liquidation laws, or (ii) commits a material breach of the Contract which does not otherwise have a specified consequential remedy, provided that: (a) Buyer shall first provide Seller with detailed written notice of the breach and of Buyer’s intention to terminate the Contract, and (b) Seller shall have failed, within 30 days after receipt of such notice, to cure such breach.

8.6 Seller may suspend or terminate the Contract (or any affected portion thereof) immediately for cause if Buyer (i) becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for it or any of its assets, or files or has filed against it a proceeding under any bankruptcy, insolvency, dissolution or liquidation laws, or (ii) materially breaches the Contract, including, but not limited to, a breach by the Buyer of clauses 10 or 12, failure or delay in Buyer providing Payment Security, making any payment when due, or fulfilling any payment conditions.

9. Force majeure

9.1 A Force Majeure Event means any circumstance not within a Party’s reasonable control including, without limitation:

(a) acts of God, flood, drought, earthquake or other natural disaster;
(b) epidemic or pandemic;
(c) terrorist attack, civil war, civil commotion or riots, war, threat of preparation for war, armed conflict;
(d) imposition of sanctions, embargo, or breaking off of diplomatic relations;
(e) invasion, war, occupation or any actual or alleged armed conflict or war, declared or undeclared, taking by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary license or consent;
(f) act of God, war, riot, transportation requirements or obligation (whether or not having the force of law) of any monetary agency, central or other bank, or financing institution;
(g) emission, chemical, biological or toxic or hazardous substances or waste; (h) collapse of buildings, fire, explosion or accident; and
(i) interruption or failure of utility service; provided that such Force Majeure Event (a) is a party’s prevented, hindered or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event (‘Affected Party’), the Affected Party shall not be in breach of the Contract or otherwise liable for any failure to perform.
such failure or delay in the performance of such obligations. If acts or omissions of the Buyer or its contractors or suppliers cause the delay, Seller shall also be entitled to an equitable price adjustment corresponding to the corresponding party's obligations. The other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party. The Affected Party shall (a) as soon as reasonably practicable after the start of the Force Majeure Event and to the extent it is legally able, notify the other party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract and Seller shall also advise of the effect of the Force Majeure Event on the price of the Goods to be supplied and (b) use reasonable endeavors to mitigate the effect of the Force Majeure Event on the performance of its obligations.

10. Ethics

10.1 Buyer represents and warrants to Seller and Seller represents and warrants to Buyer that both Parties and all persons or entities providing goods and/or services in connection with this Contract in any manner will comply with all applicable laws, statutes and regulations and the internal policies of the corresponding Party, will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party. The Affected Party shall (a) as soon as reasonably practicable after the start of the Force Majeure Event and to the extent it is legally able, notify the other party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract and Seller shall also advise of the effect of the Force Majeure Event on the price of the Goods to be supplied and (b) use reasonable endeavors to mitigate the effect of the Force Majeure Event on the performance of its obligations.

10.2 If, during the term of the Contract, either Party knows or becomes aware of any fact or circumstances contrary to the representations and warranties above, said Party will immediately notify the other Party and provide sufficient information for the affected Party to take appropriate protective or corrective actions, which may include suspending or rescinding the Contract. The notifying Party further agrees to cooperate fully in any investigation undertaken by the affected Party.

10.3 If it is requested, both Parties agree to show evidence of an ethics or code of conduct program or otherwise in writing that their respective employees are aware of their obligations under this clause.

10.4 In particular, Buyer is hereby notified that Seller has adopted the “Organizational, Management and Control Model,” pursuant to Legislative Decree 231/2001 and Related Amendments (“Model”). The Model may be downloaded at the following link: http://www.stiactuation.com/Downloads.aspx?t=soft.

11. Intellectual property, confidentiality and data protection

11.1 Buyer acknowledges that the intellectual property in the Goods and/or Services is Seller’s property and that nothing in the Contract shall be construed as conferring any licence or right in Seller’s intellectual property.

11.2 Seller’s documentation, prints, and drawings (“Documents”) (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with the Contract are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing rights, and rights to control and defend defence and settlement of the claim, and (b) provides Seller with full disclosure and reasonable assistance as required to defend the claim. Seller’s warranty as to disclosure and reasonable assistance as required to defend the claim.

11.3 Seller warrants that the Goods sold pursuant to the Contract, or their use as provided below, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid patent in the country where the Goods are to be used on the date of delivery. This warranty is given upon condition that Buyer (i) promptly notifies Seller in writing of any claim or suit involving Buyer in which such infringement is alleged, (ii) makes no admission of liability or acknowledges any potential infringement to any third party, and (iii) grants Seller sole authority to control defence and settlement of the claim, and (b) provides Seller with full disclosure and reasonable assistance as required to defend the claim. Seller’s warranty as to use only applies to infringements arising solely out of the inherent operation (i) of such goods, (ii) of any combination of goods sold hereunder in a manner designed by Seller.

11.4 Should any Goods, or any portion thereof, become the subject of a claim notified under clause 11.3, Seller at its cost and expense (a) shall have the exclusive right to defend any such infringement, and (b) if Seller determines that any portion of the Goods is infringing, Seller shall have the exclusive right to modify or replace it in whole or in part to make it non-infringing, or (c) selling, or (d) take back infringing Goods and refund the price received by Seller attributable to the infringing Goods.

11.5 This clause 11 states Seller’s exclusive liability for intellectual property infringement by Goods. Buyer agrees, at its expense, to indemnify Seller against any claim for infringement of any intellectual property rights arising out of Goods made or Services provided by Seller in compliance with Buyer’s designs, specifications or instructions.

11.6 Buyer undertakes to Seller to keep confidential all information (written or oral) disclosed by Seller to Buyer or otherwise acquired during the course of the performance of the Contract except information that is subject to an obligation to disclose under law or that is required to be disclosed by any competent regulatory authority, by notice or otherwise, or already in its possession other than as a result of a breach of this clause or in the public domain other than as a result of a breach of this clause.

11.7 Seller undertakes to process Buyer’s data and/or any third party’s data in accordance with Regulation EU N. 2016/679 (Data General Protection Regulation). Personal data will be processed by Seller, also with the support of electronic devices. Seller is allowed to communicate and to transfer the personal data collected to third parties, for the purposes of the Contract. With reference to and the extent permitted by the Contract, Seller is allowed to communicate the personal data to tax and legal advisers, as well as to companies and consultants in connection with their duties and activities. With respect to its personal data, Buyer may at any time claim all rights granted by Regulation EU N. 2016/679 (General Data Protection Regulation) (e.g. access, amendment, update of personal data).

12. Export compliance

12.1 Buyer agrees to comply, at its own expense, with all applicable export control laws and regulations which control the Goods and/or Services it purchases from Seller, including, without limitation, the U.S. Export Administration Regulations, U.S. International Traffic in Arms Regulations, U.S. Nuclear Regulatory Commission Regulations, U.S. Office of Foreign Asset Control regulations, EU Regulation 428/2009, the export control regulations of the individual European countries, Swiss Goods Control Ordinance KGV 946.202.1, Korean Notice on Trade of Controlled Items and/or the Japanese Foreign Exchange and Foreign Trade Law regulations, all as amended or superseded from time to time and as applicable to this transaction. Buyer shall not re-import, export or re-export, or authorise the export or re-export any Goods procured under this Contract or any other goods, technology, or information that it obtains or learns from Seller under this Contract, or any copy or direct product thereof, in violation of any of such laws, restrictions, or regulations and without any government license or authorisation required thereunder. Any and all obligations of Seller to provide Goods, Services, technology or information hereunder shall be subject in all respects to such laws, restrictions, and regulations.

12.2 Without limiting the foregoing, any commodity, technology, or software provided by Seller is prohibited for export, re-export, or transfer to Cuba, Islamic Republic of Iran, Democratic People’s Republic of Korea, Republic of Sudan, Republic of South Sudan or Syrian Arab Republic, as well as to persons or entities listed on restricted parties list published by the governments of the U.S., EU, UK, Switzerland, Japan or Korea as applicable to this transaction. Buyer shall immediately notify Seller if Buyer or Buyer’s Licensees, listed in any restricted parties list or if Buyer’s export privileges are otherwise denied, suspended or revoked in whole or in part by any government entity or agency. Additionally, any commodity, technology, or software provided by Seller is prohibited for export, re-export, or transfer to any person or entity which will use it for end uses proscribed by any relevant export control regulations, including, but not limited to, military and dual-use, nuclear, chemical, biological, and missile, nuclear, and terrorism-related activities.

12.3 Buyer agrees to indemnify and hold harmless Seller from any and all claims, damages, losses, costs and expenses (including reasonable attorney’s fees) incurred by Seller as a result of any breach of this clause 12 by Buyer.

12.4 Performance of this Contract is contingent upon Seller obtaining any necessary government approvals, including, but not limited to, any required export licenses or authorisations. Buyer acknowledges that failure to receive a required approval by the relevant government(s) to proceed with an export or transfer of technology excuses Seller from performing the Contract and delivering under the order.

13 Miscellaneous

13.1 Seller is a member of the group of companies whose holding company is IMI plc and accordingly, Seller may perform any of its obligations to exercise any of its rights hereunder by itself or through any other member of the Group, provided that any act or omission of any such other member shall be deemed to be the act of omission of Seller.

13.2 The validity, interpretation and performance of this Contract and any dispute connected herewith shall be governed and construed in accordance with Italian law, excluding any conflicts of laws, principles and excluding the United Nations Convention on Contracts for the International Sale of Goods.

13.3 Any dispute or claim arising from or in connection with this Contract, including any question regarding its existence, validity or termination, shall first be settled through discussion between the Parties. If Seller and Buyer fail to reach an agreement within thirty (30) days after the start of the discussion, either Party may refer the dispute or claim arising out of or in connection with the Contract or its subject matter or formation.

13.4 This Contract constitutes the full understanding of the parties, a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement and supersedes any prior or contemporary oral or written communications between the parties concerning the goods supplied hereunder.

13.5 No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement the terms or conditions of this Contract shall be binding unless made in writing and signed by the party to be bound, and no modification shall be affected by the acknowledgement or acceptance of purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein.

13.6 No waiver by either Seller or Buyer with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other right or default or of any other right or remedy, unless such waiver is expressed in a writing signed by the party to be bound.

13.7 Buyer shall not (by operation or law of otherwise) assign its rights or delegate its performance hereunder without the prior written consent of Seller, and any attempted assignment or delegation without such consent shall be void.

13.8 If any provision or part-provision of the Contract or these terms and conditions is or becomes invalid, void or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deleted. Any modification or deletion

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C.F. e P.I. 03345870962 - Capitale Sociale i.v. 7.000.000,00 Euro - R.E.A. 338855
Società soggetta a Direzione e Coordinamento di IMI Plc - Pec: stiper@legalmail.it
Società dotata di Modello di Organizzazione, Gestione e Controlli ai sensi dell'art. 6 del D.lgs. 8 giugno 2001 n° 231
Il modello e' consultabile sul sito www.imo-critical.com alla voce Modello 231

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of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of the Contract or these terms and conditions.

Buyer

Signature date: _______________________

Signature: _____________________________


Buyer

Signature: _____________________________