

GENERAL SALES CONDITIONS

This document
is valid for the
following companies

VALID FROM 01|01|2012 UNTIL REVISION

TRAFILIX SpA

Via Ruc, 30 | I-25040 Esine (BS) Italy | IT00557640984

TRE VALLI ACCIAI SpA

Via Manzoni s/n | I-25040 Berzo Inferiore (Bs) Italy | IT01886340981

TRAFITEC Srl

Via Regone, 54 | I-20078 | S.Colombano al Lambro (MI) Italy | IT03220420982

TRAFIL CZECH Sro

Ulice Dubská, vjezd: vrátnice PH2 | (POLDI Hütte) CZ-27201 Kladno Czech Republic | CZ26500299

ACCIAI BRIANZA Srl

Via Filippo da Desio, 53 | I-20033 Desio (MB) Italy | IT02739150155

divisione commerciale: TRAMET

Interporto Sito Nord, Ottava Strada, 6 | I-10043 Orbassano (TO) Italy

CO.MET. ACCIAI Srl

Via G. di Vittorio, 50 | I-25125 Brescia Italy | IT02051610174

divisione commerciale: SIDERCONERO

Via Crispi 11/13 | I-60027 Osimo Stazione (AN) | Italy

COSMO ACCIAI Srl

Via Guido Rossa, 9 | I-41057 Spilamberto (MO) Italy | IT01942260363

NUOVA BASSANI Srl

Via G. Ansaldo, 17 | I-47122 Forlì (FC) Italy | IT01611440403

SIDERMARCA Srl

Via della Libertà, 46 | I-31050 Ponzano Veneto (TV) Italy | IT02380040267

Definitions

VENDOR. Gruppo Lucefin spa or individual Companies of the Group.

BUYER. Signatory of the order, also called Customer.

ORDER. Customer's request, including technical specifications.

ORDER CONFIRMATION. The Vendor acceptance confirming the order (even by phone).

GENERAL CONDITIONS. The conditions regulating the Buyer - Vendor relationship.

PRODUCT. Subject of the Order, also called the Goods.

SUPPLY. The object/service provided by the Vendor.

CUSTOMER FILE. Document reporting technical / commercial data of the business relationship between Vendor and Buyer.

PRODUCTION STANDARD. Representative document regarding our product quality and standard characteristics according to the standards these conditions and services provided by the Vendor must be obeyed, except specific requests indicated in the Order.

TECHNICAL CHARACTERISTICS. They represent, quality, finishing level, section, measurements in millimetres or inches, weights, tolerances, quantities, price, certification type, reference standards and delivery date of our product.

TECHNICAL DATA SHEETS. Documentation published by Gruppo Lucefin, describing the product mechanical and chemical characteristics. The international standard applied to products is recognized for the standards listed and included within the Gruppo Lucefin technical data sheets.

GENERAL SALES CONDITIONS

1. General Provisions

Orders requested by the customer are intended as all subjected to these general sales conditions and the order request implies the acquaintance, acceptance and reference to the clauses explained below. These Conditions, therefore regulate the Vendor-Buyer relationship subject of the order, except when this relationship does not depart from specific conditions indicated in the single order and consequent order confirmation signed by both parties. References, technical characteristics and quality standards of the product shall be those indicated in our Technical Data Sheets and in the documentation published in our website, unless specific requests indicated in the Order.

2. Order and acceptance

The order shall indicate all the product technical characteristics, if not, the Vendor shall adhere to the Production Standard indicated in our technical manuals and product data sheets. Should any technical specification not be provided during the order settlement, or forwarded after signing the order, they will not be taken into consideration, unless the Vendor can consider a new order. Likewise, disputes will not be accepted regarding the product characteristics or uses not included or specified in the order. The order shall be accepted and approved only when the Buyer receives a formal confirmation from the Vendor. Any amendments of the order shall be valid only if confirmed. The goods must therefore be collected and paid for as per order, unless Vendor's right to claim greater damages, in case of breach of contract. Should the confirmed order be cancelled or breached, a penalty assessed to 10% of the value of the order shall be imposed, in case withhold from already collected accounts.

3. Delivery terms

The delivery terms indicated on the order confirmation are not binding, they are only estimated and always given without guarantee. In case the Buyer fails to collect the material within the agreed upon delivery date, the Vendor has the right to invoice the material and keep it to the Buyer's disposal up to a new date.

4. Delivery method

Unless prior notified arrangements, which must be clearly indicated and approved in the order, goods delivery shall be only and exclusively carried out at our producing factory or at our warehouse, the terms shall be met only upon receipt of the goods ready notice. Therefore, once the goods are being delivered to the carrier, they travel at the Buyer's own risk and danger. Different delivery methods agreed will be regulated according to INCOTERMS.

5. Pricing and payment conditions

The Supply price is indicated on the confirmation order and in the following invoices. Should there be any discrepancy the most convenient to the Vendor shall apply. Our invoices are binding, and the terms, amounts and payment conditions reported are essential and must be strictly observed. Should these be late, partially or not observed, the Vendor shall reserve the right to rescind the contract.

Retention of title: The Buyer shall be sole proprietor of the goods only upon full payment of the Vendor's invoice, but shall bear all risks concerning the goods themselves, including the risk of deterioration for causes not attributable to the Vendor according to INCOTERMS. The retention of title shall also be valid should the Buyer be under insolvency proceedings.

Should the division into instalments be agreed for the supplies payment, the missed, partial or late payment, even of one of the instalments, shall incur the acceleration clause, therefore the Vendor shall reserve the sole right to immediately ask for full payment or contract resolution, at his own unchallengeable choice. Partial or missed or anyway delayed payment, shall give the Vendor the right to suspend the execution of the existing relationship by retaining any goods still to be delivered, as well as modifying payment conditions of further supplies and anyhow – considering the level of the breach of contract – to resolute the supply contracts, through a simple communication to the Buyer, without the latter could lay claims to payments or indemnities or any reserves in the matter. In any case the Buyer shall be deemed responsible to refund any further damages deriving from the breach of contract itself.

The goods and all Vendor's services shall be fully paid, according to the modalities provided by order confirmation and related invoice. For every payment delay the Vendor reserves the right to impose default interests.

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6. Verification of acceptance

Any complaint for product not pursuant to what was agreed must be communicated in writing and within a maximum of 8 days from the receipt of goods under penalty of expiration. Any dispute shall be dealt with according to UNI/11025/03 standards. The Buyer shall immediately check the delivered or collected product. Should the check occur late, any eventual damage will not be considered.

7. Supply terms

The Vendor shall commit himself to observe sizes and weights requested in the Order and the related confirmation. The rated weights contained in the order, or anyway and everywhere quoted are indicative, having a 10% tolerance, more or less than the weight ordered with exception of those dimensions or specific qualities for which the tolerance will be agreed on an individual basis. Should any weight difference be found when measuring, above or below the tolerance of 3 per thousand, they shall be questioned to the courier through an appropriate written note reported on the delivery note copy. Each bundle can contain max 5% of shorter bars.

The weight of the bundles supplied by the Vendor is of 500 and/or 1.000 kgs. Bundles with lower or intermediate weight can be supplied on demand at a higher price. In case only bundles with an intermediate weight are available in stock, the Vendor has the right to supply the bundle with the closest weight to 500 or 1.000 kgs.

8. Packaging

The Vendor shall take care of the packaging according to the regulations set forth and is anyway relieved from any responsibility for losses or faults not depending on malice or its own serious fault. Specific types of packaging not foreseen in the order confirmation but requested at time of despatch, as well as relative extra costs will be charged in the invoice.

9. Controls and testing

Unless specified in the Order and the relative order Confirmation, supplies are regulated according Production Standards and Technical Data Sheets specifications.

Any product testing shall be expressly requested by the Buyer at time of order and accepted by the Vendor mentioning it in the order confirmation. The place of control shall be exclusively where the product has been manufactured or traded.

Testing by the Buyer or his representative shall be totally releasing. All the costs relative to testing are at Buyer's charge, who will also be responsible to promptly refund the Vendor of any costs advanced for that purpose.

If testing shall not occur within 15 working days from the date of availability (advice that goods are ready), the supply will be considered as accepted.

Should the product be rejected during testing, it shall envisage the right of replacement as quickly as possible and without the Buyer asking for any refund or contract resolution.

10. Warranty for defects

The Vendor guarantees goods conformity to the reference technical standards, based on the characteristics and conditions specified in the order confirmation, or rather on the product technical data sheets reported in the Gruppo Lucefin Technical Data Sheets. Any technical specification and/or guarantee requests asked by the Buyer but not quoted in the order confirmation shall not be taken into consideration.

The guarantee concerns the product subject of confirmation order. The Vendor – unless previously agreed – shall not be deemed responsible regarding any intervention or operations the supplied product will undergo by the purchaser or his representative, for improper or different use with reference to what is guaranteed in the Technical Data Sheets. The Buyer shall have the right to carry out – before commissioning – testings and trials on the products in order to determine whether or not they are suitable for the purpose they were built for.

11. Guarantee duration

The guarantee is of six months from delivery. The Buyer shall decay from the guarantee if he does not communicate the defect within 30 days from its discovery and the action expires if it will not be carried out within 1 year from the delivery. In any event the Guarantee is void and the Buyer decays from the guarantee if commissioning begins.

12. Guarantee provision

In case the complaint is prompt and justified, following the acceptance of the Vendor's technician, the Vendor's commitment shall be limited to the replacement of goods not in compliance with the order confirmation at the same original delivery place of the supply, subject return of the goods to be replaced – except discount.

Any right of the Buyer to ask for the contract resolution or the price reduction is excluded, and, in any case, the refund of damages and expenses occurred under any circumstance.

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The Buyer decay from the right of complaining and of replacing the goods if he does not immediately stop manufacturing or using the goods involved in the dispute. Complaints do not give the right to the Buyer of suspending the payment of invoice relating to the goods in dispute and the guarantee shall be valid if the payment terms shall be honoured by the Buyer.

13. Withdrawal and termination of contract

The Vendor shall have the right to withdraw from the contract without any burden, if he learns about the existence of protested securities, as well as monitory, ordinary and bankrupt proceedings against the Buyer even extrajudicial proceedings. Besides the cases of missed or delayed payment, as provided for by the relative point, the Vendor shall also have the right to resolute the supply contract, through written communication to the Buyer, should fifteen days elapse from the notice advising that goods are ready and have not been collected.

14. Tacit agreement

Any tacit agreement for behaviours or breaches of contract by the Buyer shall not be considered a Vendor's waive of rights.

15. Saving clause

Besides force majeure cases and others required by law, (such as: state of alarm, mobilization, block or war even in raw material Supply Countries, strikes and personnel unrest, factory take over, lock-outs, fires, flooding, natural disasters, etc.) and in case of any provisions and regulation of the European Community Commission apt to limit and discipline in any way certain raw materials consumption, and the production and distribution of steel and finished products, the Vendor shall have the right to withdraw in part or totally from the definitely concluded sale contract, as well as from those still in progress when facts and circumstances occur which may substantially alter the state of the markets, the value of money, the conditions of the Italian industry. In such cases and generally, when the Vendor withdraws from the contract for a impediment not depending from his own action of fault, the Buyer shall have no right for indemnities, compensations or refunds and shall if requested, pay the goods ready or under processing.

16. Applicable law

For events which are not provided by the present general sales conditions, the sales or supplies and relative concluded contracts and obligations with our Company, the Italian Law shall be applicable.

17. Place of Jurisdiction

The Court of Milan is exclusively competent for any dispute relative to sales or supplies and concluded contracts and obligations with our Company.

18. Individual clauses nullity

Should one or more of the clauses stated above be null and void, they will not render null and void the General Sales Condition.

19. Privacy

Pursuant to the European Directives (95/46/EC and 2002/58/EC), we would like to inform you that implementation of contractual relationships requires us to be in possession of data that the aforementioned directives consider as personal. The data supplied by you is handled to meet the contractual requirements and fulfil legal obligations and is also processed with electronic instruments, always guaranteeing security and confidentiality. The data can be communicated in any form, also by consultation by or making it available, to credit institutions, trade companies, credit recovery companies, associated companies, consultants and professionals as well as third parties for the supply of services. The data is also gathered, reorganized and used to improve the offer of the service/product. The data controller is the company to which the Client's order is addressed.