

SUPPLY CONDITIONS

1. **DELIVERY:** variations according to the types of machines and packaging machines.
The terms and conditions of delivery are considered from receipt of the order and the complete technical and commercial definition (product and material technical data sheets) of the supply.
In any case not before one month from receipt of the test material as required.
The photos are for demonstration purposes only and may not correspond to the actual machine.

2. **TEST MATERIALS:** products, bottles, caps, cases, reels, etc. must be delivered in the quantities required, free of charge, customs duty paid free TD Engineering at least 20 days from receipt of the order and from the complete technical definition. If the test material is not delivered by the requested date, TD Engineering reserves the right to extend the delivery.

3. **MACHINE CYCLES:** The machine cycles are only observed if the material complies with the technical sheets supplied with the order in the tolerances provided. TD Engineering does not respond to a decrease in production due to non-compliant materials and to the inefficiency of the designated personnel. It is understood that in case of use of larger sizes, the machine cycles are reduced in percentage according to the type of product and/or the material used.

4. **TESTING:** At our headquarters in the presence of your technician at your expense. All the material necessary for this purpose must be provided in the amount equal to 1 hour of production foreseen for each size, without further burden of costs, both for the material itself and for the transport costs; after tests and testing, all material will be returned to you.

5. WARRANTY:

THE WARRANTY INCLUDES:

12 months mechanical parts; drives, PLC, brushless motors, on the basis of eight working hours per day; to ensure normal operation of the machine, it is advisable to maintain an external temperature not exceeding 27°.

THE WARRANTY DOES NOT INCLUDE: Technical assistance, electrical parts and parts subject to normal wear.

The warranty is also **EXCLUDED** in the following cases:

- A) If the products have been installed in a manner different to the instructions given by TD Engineering
- B) If the products have been modified without the written consent of TD Engineering and/or through disregarding of its written instructions.
- C) If the products to be packed are not in compliance with those for which the machine was sold.
- D) In case of misuse of the products.
- E) If non-original spare parts have been fitted on the products.
- F) If the products have been subject to interventions by unauthorized technical workers.

6. **PRICES:** Prices are considered EX-WORKS TD Engineering factory

7. **EXCLUSIONS:** - Installation and testing at your factory.
- Means of lifting, transport, discharging and insurance.
- Electrical and pneumatic connection to our utilities.

- Anything else not expressly mentioned in this offer.
- CAD technical assistance per HOUR PLUS OUT-OF POCKET EXPENSES depend on the type of sector.

8. PAYMENT: upon signing of the order, the customer/user must pay 50% + VAT of the total amount, 10% at 30 days end of month invoice date, 10% at 60 days end of month invoice date, 10% at 90 days end of month invoice date, 10% at 120 days end of month invoice date, 10% upon testing at our premises before departure of the machines. In any case, the type of payment is agreed upon drawing up of the contract. This sum will be retained in full by TD Engineering in the event of withdrawal by the customer/user and in any case of dispute between the parties, without obligation of return.

9. INSTALLATION OF MACHINES: placements at the customer's expenses. Any material used for optimization of the installation will be estimated on a case by case basis.

10. VALIDITY OF THE OFFER: this offer has a validity of 30 days.

11. JURISDICTION: for any possible dispute, the Court of Bologna/Italy will have jurisdiction. TD Engineering RESERVES THE RIGHT TO MODIFY OR CONFIRM THIS OFFER, AFTER HAVING SEEN THE PRODUCT.

Upon signature of this Agreement, the customer/user declares having read all its parts and conditions and expressly accepting them.

We look forward to your reply and remain at your disposal for any further necessary clarification.

Yours faithfully.

p. TD Engineering
Daniele Toninello
Commercial technician

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For acceptance:

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engineering

Pursuant to and for the effects referred to in art. 1341 and 1342 of the Italian Civil Code the above clauses listed in sub 1 (delivery), 2 (test materials), 3 (machine cycles), 4 (testing), 5 (warranties), 6 (prices), 7 (exclusions), 8 (payment), 9 (installation of machines and rates), 10 (validity of the offer) and 11 (jurisdiction) are expressly approved, after re-reading.