



**POWER EUROPE SRL**

**Headquarter & Plant 1:**  
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**Plant 2:**  
 Via Dell'Agricoltura 11  
 36040 Meledo di Sarego (VI) Italy  
 T. + 39 0444 820 288  
 VAT IT 02369490244  
 Cap. Soc. € 100.000 i.v.  
[powereurope@oec.it](mailto:powereurope@oec.it)

# General terms and conditions

**Other special condition:**

**A. Transformers (or other magnetic components) tests**

Tests (according to IEC 60076-11 standards)	Details	Included	Variation / Remarks
1. Routine test <sup>2</sup>	Factory Acceptance Test (F.A.T.)	Yes	Performed on each transformer
2. Temperature rise test	According IEC	.....	Performed on one type of same characteristics
3. Lighting Impulsive Voltage Test	According IEC	.....	Performed on one type of same characteristics
4. Noise level measurement	According IEC	.....	Performed on one type of same characteristics
5. Other tests	To be specified	.....	Equivalent Special or Type Test Certificate
6. Classification Society Certification	To be specified	.....	.....
7. Classification Society Certification Costs	For each test session	.....	Total Cost Estimation: .....
8. Tests Witnessed by Customer	According IEC	Yes	Accommodation and all service costs are included. ways travel, tickets and pocket money costs are not

**Note:**

2. every transformer and reactor shall be accompanied by a test certificate/report in compliance with the standards in effect (except for transformers up to 12 KVA unless requested, and reactors with currents below 100A).

**B. Documentation**

Documentation	Language	Format	Included	Variation / Remarks
1. Transformer's Rating and Warning Labels, Set	1 Italian/English	Other	Yes	Week after F.A.T.: 0
2. User Manual/s	1 Italian/English	Paper Copy	Yes	Week after F.A.T.: 0
3. Test Report	1 Italian/English	Paper Copy	Yes	Week after F.A.T.: 0
4. General Arrangement – Foot Prints Drawings	1 Italian/English	Paper and PDF Soft Copy	Required	Week after P.O.: 3
5. Final Complete Drawings	1 Italian/English	Paper and PDF Soft Copy	Required	Week after P.O.: 4
6. As Built Complete Drawings and Documentation	1 Italian/English	Paper and PDF Soft Copy	Required	Week after F.A.T.: 2
7. Original Classification Society Certificate	1 Italian/English	Paper Copy	Required	Week after F.A.T.: 0

**IMPORTANT !**

THIS DOCUMENT CONTAINS COMMERCIALY CONFIDENTIAL INFORMATION AND ITS CONTENTS MUST NOT BE DISCLOSED TO ANY OTHER PERSON NOR POWER EUROPE SRL COMPETITORS WITHOUT THE PRIOR WRITTEN CONSENT OF POWER EUROPE SRL.



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## GENERAL SALES CONDITIONS

### 1- Definitions

- 1.1 – In the relationships governed by the present General Sales Conditions, words and expressions will have the meanings as attributed herein:
- **“POWER EUROPE SRL”**, means POWER EUROPE SRL with head office in Via dell’Agricoltura 11, 36040 Meledo di Sarego (VI) - Italy.
  - **“Buyer”**, means the person or the company which buys the Products from POWER EUROPE SRL.
  - **“Contract”**, means the agreement between the parties concerning the sale or the supply of the transformers or other magnetic components, all their appendixes included, the amendments agreed and the addendums to these documents.
  - **“Product/s”**, any transformer/magnetic components and/or articles sell or supplied by POWER EUROPE SRL within the Contract, in any case that has as exclusive object goods and chattels.
  - **“Purchase order”**, means the Buyer’s contractual proposal.
  - **“Order confirmation”**, means the POWER EUROPE SRL acceptance.

### 2 – Object and acceptance of our general sales conditions

- 2.1 - These general sales conditions and specific conditions of POWER EUROPE SRL are deemed to be irrevocably accepted by the Buyer.  
2.2 - All sales between POWER EUROPE SRL and the Buyer are therefore subject to these general conditions, notwithstanding any contrary stipulation that might be included in customer purchase orders.

### 3 - Orders

- 3.1 - Any Purchase Order for products must be sent in writing to POWER EUROPE SRL. It is irrevocable until the receipt of POWER EUROPE SRL acceptance or rejection.  
3.2 – The Contract must be considered concluded when the Buyer receives the Order confirmation by POWER EUROPE SRL, or if POWER EUROPE SRL, even without an express acceptance, starts the execution of the Contract, fulfilling the Purchase Order.  
3.3 – The Buyer must verify the correspondence and the correctness of the contents of the Order confirmation and of what has been ordered and, in case of missed communication within two (2) days from the receipt of the Order confirmation, it will be intended correct and accepted.  
3.4 – The Purchase Order cannot be modified after the receipt of the Order confirmation: the modification will be intended as a new Purchase Order, with the consequent POWER EUROPE SRL right to ask the complete payment of the prior Purchase Order.  
3.5 – The Buyer ratify the work of all his employees, cooperators and attendants who send the Purchase Order.

### 4 - Delivery, costs and risks

- 4.1 – The delivery is made according to the delivery term indicated in the Order confirmation, interpreted according to the Incoterms 2000, edited by the International Chamber of Commerce in Paris.  
4.2 – In case of missed express indication of the delivery ways in the Order confirmation, the Product will be intended as delivered ex Works loaded f POWER EUROPE SRL factory Incoterms 2000 ICC.  
4.3 – If the Buyer refuses to receive the Product made available to him or delayed the withdrawal for over five (5) days, without prejudice to the payment of the price, POWER EUROPE SRL has the faculty to deposit the Product itself at its office, or at third party or to sell it, at Buyer’s risk and expenses.  
4.4 – In this case, the Buyer must pay a penalty equal to 0,5% of the price for every complete day of delay, over the five two.

### 5 – Terms

- 5.1 – The delivery terms, in any way agreed, don’t have a prescriptive or essential character, but must be intended purely suggestive and not binding for POWER EUROPE SRL.  
5.2 – If needs to defer the delivery respect to the term foreseen, on Buyer’s request or due to a cause even also indirectly attributable to him, all the eventual additional costs (for example, for storing, movement and transport) are at Buyer’s expense.  
5.3 – In case of shifting of the delivery term, POWER EUROPE SRL will promptly communicate to the Buyer the new delivery term.

### 6 – Transport and package

- 6.1 – The packaging are realized according to the specific experience and for the road transport (normal transport).

### 7 – Claims

- 7.1 – The buyer must examine the goods, or cause them to be examined, within as short a period as is practicable in the circumstances.  
If the contract involves carriage of the goods, examination may be deferred until after the goods have arrived at their destination.  
If the goods are redirected in transit or re-dispatched by the buyer without a reasonable opportunity for examination by him and at the time of the conclusion of the contract the seller knew or ought to have known of the possibility of such redirection or re-dispatch, examination may be deferred until after the goods have arrived at the new destination.  
7.2 – The Buyer can complain or dispute about the transport and/or the complementary operations and/or subsequent to it, exclusively toward the carrier or the eventual liable third party.  
7.3 – If the Buyer doesn’t communicate to POWER EUROPE SRL a defect within three (3) days, he will loose every right to compensation.



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7.4 – If the defect could cause damages, the communication containing the description of the defect itself, must be sent immediately. The complaint document about the non conformity must contain: a) all the identifying data of the Product; b) date and number of the sale invoice; c) date and number of the waybill; d) details of the noticed defects; e) name and addresses of the reference person to be contacted.

7.5 –re POWER EUROPE SRL serves the faculty to examine *in loco* the grounded of the claim and, if it is groundless, it can charge the related expenses to the Buyer.

7.6 – Claims or disputes don't give to the Buyer the right to delay or suspend the payments.

7.7 – If the claim is well founded, POWER EUROPE SRL should, at its discretion and within a term to be determined: a) give the money paid back; b) change the Product or parts of the Product with other adequate, save the right to restitution of the Product or of the claimed parts; or c) repair the Product at its expenses.

## 8 - Warranty

8.1 – POWER EUROPE SRL warrants the Products for twelve (12) months from the delivery to the Buyer and, in any case, not over thirteen (13) months from the declaration that the goods are ready for the delivery.

8.2 – The warranty is restricted to the parts of the Products manufactured completely by POWER EUROPE SRL, who declines every liability for every damage deriving from the Products or third parties activities.

8.3 – The warranty doesn't include the parts of the Products subject to wear and the defects derived from a wrong installation and/or use and/or assembling of the Products, the activities performed by persons not charged POWER EUROPE SRL by and, in any case, the variations and/or repair performed by thirds without the POWER EUROPE SRL prior written consent or derived from the normal worsening of the parts of the Products.

8.4 – The warranty ceases if the Buyer doesn't respect the deadlines and the ways of payment, the use instructions and servicing even if normal for products of the same sector and when the Products are used for no-standard applications to their normal use and/or in a different way from the technical specifics.

8.5 – The Buyer decays from the warranty right in case of use of non original replacement parts.

8.6 – During the warranty period, the Buyer bears the expenses for the return to POWER EUROPE SRL the main office of the parts to be repaired, of the eventual repairs made on site, the expenses for travel, lodging and transport in the site where are the POWER EUROPE SRL technician, if requested.

8.7 – At the end of the warranty period, no claim might be brought forward POWER EUROPE SRL regarding thee assumed defects of conformity.

8.8 – The warranty covers the cost of the material for the repair or the substitution of the defective parts, that must be sent back to the POWER EUROPE SRL office (at Buyer's expenses) for the necessary inspection.

8.9 – The warranty ceases in case of operation or installation not consistent with the POWER EUROPE SRL suggestion, of deficient upkeep, of alteration of the safety devices, of the reparations made by thirds or by the Buyer without the prior written authorization of POWER EUROPE SRL.

8.10 – The warranty doesn't cover the normal worsening of the Products, the faults or damages during the transport (except if it was at POWER EUROPE SRL charge), the warehousing at the Buyer or the assembling.

## 9 – Price and payment

9.1 – The price, to which the parties refer to, is the one expressly indicated in the Order Confirmation sent by POWER EUROPE SRL to the Buyer.

9.2 – The price has to be intended VAT excluded and includes the costs for an ordinary packaging.

9.3 – If during the supply occur increases of the raw materials price, of the labor or of other elements related to the cost, is in POWER EUROPE SRL faculty adjust the prices starting from the dates in which these increases are occurred.

9.4 – The payment of the price must be done in the terms and in the way indicated in the Order confirmation or in the sale invoice.

9.5 – The payment will free the Buyer only if made directly to POWER EUROPE SRL ad accepted by it and, in any case, in the currency and in the ways indicated in the sale invoice.

9.6 – Any other payment made in a different place, way or to a different subject from the one agreed or indicated in writing by POWER EUROPE SRL, will not be considered as full and final.

9.7 – In case of installment payment, the missed payment even if of one installment, makes the Buyer decade from the benefit of term and allows POWER EUROPE SRL to pretend the payment of the entire credit, as well as the payment concerning the supplies and/or the orders still in progress and allows the suspension of the execution of the POWER EUROPE SRL obligations until the entire payment of the Price (in addition to interests and expenses), or the cancellation of the orders, without there the Buyer could claim for a compensation or for an indemnity, reserve to POWER EUROPE SRL any rights to obtain from the Buyer the compensation of every damages, cost and expenses beard.

9.8 – If the Buyer doesn't pay at the decided date, POWER EUROPE SRL will have the right to the overdue interests at the Euribor rate three (3) months, increased of three points, staring from the date on which the payment would have been made.

## 10 – Reservation of title

10.1 – POWER EUROPE SRL maintains ownership of products sold until effective payment is made in full by the Buyer. Failure to pay by any due dates may lead to equipment being claimed back.

10.4 - These provisions are no obstacle to the transfer to the Buyer following delivery of risks of loss, theft and deterioration of products sold, as well as any damages that might arise until effective payment in full. Consequently, the Buyer promises to insure products against any risk to which they might be exposed between the delivery and effective payment in full of the price.

## 11 - Confidentiality: protection of the know-how and of the property right

11.1 - The Buyer undertakes not to reveal, divulge, use or publish according to Article 39, sec. 7 of the Trips Accords, any confidential information, know-how, skills, knowledge, inventions, designs, technical documents, which it may have been received or obtained from POWER EUROPE SRL.



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11.2 - The confidential information of is POWER EUROPE SRL considered to be strictly confidential and should be treated by the Buyer as such and therefore should not be used directly or indirectly by the Buyer other than in accordance with and for the purposes of the Contract. The Buyer undertakes in a reasonable manner to keep the POWER EUROPE SRL confidential information secret and only divulge such information to its own employees, collaborators, consultants or clients as is necessary for the execution of the Contract. These employees, collaborators, consultants or clients will be obliged to observe the same terms and conditions of confidentiality imposed on the Buyer.

11.3 - *The Buyer recognises that the Intellectual Property Rights of POWER EUROPE SRL belong exclusively to this last and the present Contract doesn't create any license on them, exclusive or not, nor the transfer of any rights in his favour.*

11.4 - The Buyer shall inform POWER EUROPE SRL of any infringements of the POWER EUROPE SRL trademarks of which he becomes aware.

11.5 - POWER EUROPE SRL will keep the Buyer to indemnity from any demand bring forward by third parties and based on the asserted infringement of intellectual property rights been up to them, verified during the execution of the Contract or of the supply of the Products.

## 12 – Liability limitation

12.1 – POWER EUROPE SRL is liable for damages to the goods in Buyer's property only after having proved that these damages have been caused by a severe negligence of POWER EUROPE of its employees.

12.2 – The POWER EUROPE SRL liability for damages occurred to people from accidents of every nature caused by defective Products, will be only this derived from the Law.

## 13 – Force majeure

13.1- Neither of the parties may be held liable for the delay or failure in performing the contractual obligations herein when the delay or failure is due to extraordinary, unforeseeable circumstances or circumstances beyond the reasonable control of the parties, including but not limited to war, hostilities or civil disturbance, fire, embargos, industrial action, syndicate or trade union action, failure of electrical supply, floods, earthquakes, and any other acts of God etc. In the case that any of the events mentioned in this clause should persist for a duration of more than three (3) months either party may terminate this Agreement without any compensation for damages.

## 14 – Suspension in the execution

14.1 – Independently by the other dispositions relative to the suspension of the execution of the Contract, contained in the present General Sale Conditions, each party will have the right to suspend the execution of its own obligations, when from the circumstances results that the other party is in the impossibility to perform its own obligations.

14.2 – The party who suspend the execution of its obligations, must notify it in written to the other party.

## 15 – Termination

15.1– In case the Buyer is in a difficult financial condition or doesn't fulfil its obligations deriving from the Contract and contained in this General Sales Conditions, POWER EUROPE SRL shall terminate the contract trough a written notice to the Buyer.

15.2– The termination of the Contract for any reason, don't prejudice the rights acquired by POWER EUROPE SRL until the moment of the termination.

15.3– In case of termination, the sums already paid will remain acquired by POWER EUROPE SRL as down payment on the different amount still due by the Buyer, save the right to the further damages and the Product must immediately give back to POWER EUROPE SRL, at its office or at the different place indicated by, POWER EUROPE SRL reserve it the faculty to provide to the transport directly or through third parties, at Buyer's expensed and risk.

## 16 - Final clauses

16.1 - Neither party may transfer or assign or otherwise dispose of its rights and obligations under this Contract without the prior written consent of the other party.

16.2 - This Contract, after its due execution, may only be varied, modified or integrated if it is so done in writing and duly executed by both parties.

16.3 - This Contract forms the basis of the regulation of all the agreed between the parties with reference to the purposes of the Contract itself and substitutes all previous agreements, negotiations, discussions and precedents between the parties.

16.4 - The waiver of either of the parties to any term or condition or relating to an infringement of one of the provisions of this Contract will not be considered or interpreted as a waiver in the future to said term, condition or infringement.

## 17 - Jurisdiction clause and applicable law

17.1 - This Agreement will be governed and interpreted in its entirety in accordance with Italian law and subject to the Vienna Convention on the International Sales of Goods.

17.2 - In the event of litigation, the commercial court in the jurisdiction which is home to POWER EUROPE SRL registered address has sole competence. These General Sales Conditions are subject to Italian law.

At your disposal for further request or any comments, we are waiting for your replay.