



POWER FROM WITHIN

STANDARD CONDITIONS OF SALES

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1. APPLICABILITY

- 1.1. All sale of products manufactured and/or sold by M.E.C.C. Alte S.p.A. (hereinafter the **"Seller"**) to any customer (hereinafter the **"Buyer"**) will be solely governed by these Terms and Conditions (hereinafter the **"Conditions"**).
- 1.2. The Conditions form an integral and essential part of and are incorporated into each sale agreement (hereinafter the **"Agreement"**) between the Seller and Buyer concerning the supply of products manufactured and/or distributed by the Seller (hereinafter collectively the **"Products"** and individually the **"Product"**). All technical and/or production details and specifications – as available on the website www.meccalte.com and/or on the Seller's Order Confirmation(s) – concerning the Products form an integral and essential part of and are incorporated into each Agreement. The Conditions will be applicable to all supplies of standard Products, as well as to all Products manufactured according to designs or specific instructions or requests received by the Buyer.
- 1.3. Unless otherwise agreed in writing by the Seller and the Buyer (hereinafter collectively the **"Parties"**), the execution of any Agreement by the Buyer constitutes an express acceptance of these Conditions by the Buyer. No terms or conditions from the Buyer which are endorsed on, delivered with or contained in the Buyer's Order (as defined below) or any other document from the Buyer, including any General Terms and Conditions of Purchase of the Buyer shall form part of the Agreement between the Parties, and such terms will not be applicable.
- 1.4. The Seller's website www.meccalte.com and/or catalogues shall not be deemed as a sale offer and the Seller shall be entitled, at its sole discretion, at any time and without notice, to vary the above mentioned specifications or to cease manufacturing any of the Products as technical, economic or business context may require.
- 1.5. Upon execution of an Agreement with the Seller, the Buyer expressly acknowledges, and commits to comply with, all the provisions of law in force and, particularly, undertakes to use and/or to sell the Products in compliance with all laws and regulations in force from time to time in any applicable jurisdiction and consistently with the provisions and instructions set forth by the Seller, in these Conditions, in the technical specifications as well as in any other additional document provided for by the Seller.

2. ORDERS

- 2.1. The Buyer acknowledges that it has reviewed these Conditions at the time of receiving the Seller's commercial documents. The Buyer must place a written order for the Products (**"Order"**), and the Buyer agrees that each such Order made constitutes an offer to purchase the Products subject to these Conditions which the Buyer has agreed to. The Seller shall be entitled to accept or deny, as its sole discretion, the Orders notified by the Buyer within 30 (thirty) days from the date of receipt and during such period the Order shall be deemed to be firm and irrevocable by the Buyer.
- 2.2. Each Order shall be considered accepted if the Seller:
 - (i) notifies in writing the acceptance of the Order, such notification being the Seller's Order Confirmation; or, even failing such written acceptance
 - (ii) commences the supply of the Products provided for by the Order. In this case, the Seller will promptly inform the Buyer of the commencement of the supply.
- 2.3. Where the Order Confirmation with respect to any Order varies the terms of the Order,

such variations shall be considered as tacitly accepted by the Buyer, unless written notice by the Buyer within 8 (eight) days from the date of the Seller's Order Confirmation.

- 2.4. In case of acceptance of the Order or such Order as varied by way of the Order Confirmation pursuant to clauses 2.2. and 2.3 above, the Agreement will be considered as finally entered and executed and binding between the Parties on the terms as set out in these Conditions, the Order (subject to variations in the Order Confirmation), and the Order Confirmation.
- 2.5. The Seller issues standard documentation required for the ordinary sale transactions, namely invoice and packing list. Any additional document must be requested by the Buyer in writing at time of issuance of the Order since it has to be taken into consideration as part of Seller's commercial offer. The Seller reserves the right to deny the issuance of documentation requested after delivery of Products when it was not previously requested in writing at the time of the Order.

3. PRICES

- 3.1. The prices of the Products (hereinafter collectively the "Prices" and individually the "Price") are net of any tax, customs duty, or other charges such as, but not limited to, VAT, which may be levied on the Products in Seller's and/or Buyer's country.
- 3.2. The Prices shall be those set out in the Order Confirmation, or, if no Price is quoted therein, the Prices set out in the Seller's website www.meccalte.com and/or in the published price list in force as at the date of the Order Confirmation.
- 3.3. Prices and Prices' calculation methods shall be considered fixed and not amendable. Any Price amendment proposed by the Buyer after Seller's Order Confirmation, will not be binding unless express written acceptance by the Seller is given. If the Seller does not accept the proposed Price amendments, the Buyer shall not be entitled to cancel the Order.
- 3.4. Without derogation from clause 3.3. above, it is expressly acknowledged and agreed that the Seller shall be entitled to vary Prices due to exceptional circumstances, such as but not limited to the increased cost of raw materials and cost of labor, which exceed 2% (two per cent) of the Price stated in the Order Confirmation or as determined pursuant to clause 3.2 above, subject to the Buyer's right in respect of standard Products to cancel the relevant Order by written notice to the Seller sent no later than 5 (five) days from receipt of the Seller's Price variation notice sent to the Buyer.
- 3.5. Upon request of the Seller, and within [insert number of days] of such request, the Buyer shall inform the Seller of any reselling of the Products to third parties and the terms and conditions thereof, specifying if the resale is related to Products which either (i) have been installed into a generator set or (ii) are sold separately by other components.

4. PAYMENT TERMS AND CONDITIONS

- 4.1. Terms and conditions of payment are set forth in Seller's Order Confirmation.
- 4.2. Payments shall be considered made on confirmation by the Seller's bank indicated in the Seller's Order Confirmation or invoice that the relevant cleared funds have been received.
- 4.3. If the Buyer does not comply with the terms and conditions of payment set forth in Seller's Order Confirmation and invoice, the Buyer will pay interests on the due sum from the date of the payment's due date to the date of the effective payment by the Buyer, at the rate applied by the Seller's bank on overdrawn accounts, and the Seller being

immediately entitled to terminate the Agreement and stop any further delivery of any other Product.

- 4.4 Payments of the Products cannot be postponed or suspended in case of unavailability of the equipment which the Products are to be interfaced with, even if such unavailability is not due to Buyer's default. Further, payment of Products cannot be postponed or suspended in case the Products have not been collected or tested due to the Buyer's fault.
- 4.5 The Buyer shall pay all amounts due under the Agreement in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Seller may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by the Seller to the Buyer.

5. DELIVERY

- 5.1. Unless otherwise stated in the Order Confirmation, the delivery of Products will be made "FCA" according to the definition ICC INCOTERMS 2020 (as amended and/or supplemented), at the Seller's premises, or at the different place notified by the Seller. Any cost and/or risk concerning the transport of the Products will be solely borne by the Buyer.
- 5.2. All risks concerning the Products shall pass to the Buyer at the place and time of delivery thereof.
- 5.3. Delivery terms and conditions provided by the Order Confirmation shall not be of the essence, unless otherwise agreed in writing by the Parties. Save as expressly provided in this clause, any delay and/or stop in the delivery of the Products shall not be considered as a breach of the Agreement by the Seller and shall not entitle the Buyer to cancel the Order, to claim direct or indirect indemnification or the cost reimbursement, or additional charges. The Buyer shall only be entitled to cancel the Order if (i) it provides a written notice to the Buyer setting out a final date for delivery of the Products ("**Final Delivery Date**") which shall be at least 45 (forty-five) Working Days after the original delivery date set forth in the Order Confirmation of the Seller, and (ii) the Products are not delivered to the Buyer by the Final Delivery Date. For the purpose of this clause, "Working Days" means any day other than a Saturday, Sunday, or a public holiday in Singapore, on which banks are generally open for business.
- 5.4. In the event of delays in delivery due to any cause beyond the reasonable control of the Seller (including Force Majeure – as defined under clause 10 below – and delays caused by sub-contractors in manufacturing Products' components), the Seller shall be entitled, at its sole option, either to postpone deliveries for a period equal to the period of duration of such cause or to terminate the Agreement.
- 5.5. The Seller shall be entitled to deliver the Products by means of partial lots or by instalments, even if not expressly provided by the Order Confirmation. Any delay in delivery or defect in any such lot or instalment shall not entitle the Buyer to cancel any other lot or instalment to be delivered under the Agreement.
- 5.6. The Buyer must store the Products under the instructions specified by the Seller in its technical documentation, or as specified during a technical consultation performed for the Buyer. The Seller will not be responsible for any loss or damage if the Buyer does not comply with the specified storage instructions.

6. TESTS

- 6.1. Should the Buyer wish for specific tests to be carried out on the Products, this must be

indicated in writing in the Buyer's Order, and shall be subject to the Seller's written agreement in the Order Confirmation. All specific tests are to be carried out on the Buyer's premises and/or by its representatives, and are always at Buyer's expense. Expenses concerning additional testing and/or installation of the Products, which are not caused by Seller's default, shall be exclusively borne by the Buyer.

7. RETENTION OF TITLE

- 7.1. Without prejudice to the provision set forth in clause 5.2., the Seller will retain title to the Products sold and title shall pass to Buyer only upon its payment of the entire Price due in accordance with clause 4.2.
- 7.2. During the period in which the Seller retains the title on the Products, should the Buyer sell the Products to a third party, any such sale of the Products are deemed to be conducted by the Buyer as the Seller's agent and for the Seller's account to solvent purchasers, at a normal commercial price, and on condition that the benefit of all agreements for the sale and the proceeds of all sales of any of the Products shall be held by the Buyer on trust for the Seller and the amount thus collected shall be set aside for payment of the Products' Price.

8. GUARANTEE

- 8.1. Upon careful review of the technical details and specifications as available on the website www.meccalte.com and/or on Seller's Order Confirmation(s), the Buyer acknowledges that the Products are consistent for Buyer's intended use and do not have deficiencies which may significantly diminish their value.
- 8.2. Save for any different written agreement between the Parties concerning the term of the warranty period on the Products, the Seller warrants, for a period of 24 (twenty-four) months from the date of delivery, as governed by clause 5 above, that:
 - (i) the Products are free from defects in material and workmanship;
 - (ii) the Products comply with the technical details and specifications as available on the website www.meccalte.com and/or on the Seller's Order Confirmation(s);
 - (iii) the Products are not subject to efficiency variation over +/-10% (ten per cent), which is deemed as an acceptable variation.
- 8.3. During the warranty period set forth in clause 8.2. and subject to the timely payments of the Price by the Buyer, the Seller shall replace or repair (as it shall determine at its discretion), free of charge, except for transport expenses incurred by the Seller in carrying out such replacement or repair, any Product found to be defective pursuant to clause 8.2.
- 8.4. The warranty set forth under this clause 8. shall not apply and the Seller shall not be liable thereunder, if the lack of compliance or the defects of the Products, or efficiency variation is due to (i) incorrect installation and/or assembling; (ii) abnormal usage conditions or usages different from those indicated by the Seller or made available on the Seller's website www.meccalte.com or elsewhere and the purposes for which the Product is intended as specified by the Seller, (iii) defective maintenance; (iii) inappropriate conservation or storage (iv) normal wear and tear; (v) untrue or incomplete information provided by the Buyer; (vi) modifications of the Products made or required by the Buyer; or (vii) any action in general performed by the Buyer or third parties on the Products.
- 8.5. The only warranty granted by the Seller is the warranty set forth under this clause 8., that replaces and supersedes any other guarantee or warranty for defects or lack of

quality or performance of the Products. In no case shall the Seller be held liable for damages, including but not limited to any indirect damages and/or loss of profit, which the Buyer may suffer arising out of or caused by defective Products, such as, but without limitation to, cancellation of orders by its clients, penalties for late deliveries, forfeitures or indemnification of whatsoever nature.

9. CLAIMS

- 9.1. The Buyer shall examine the Products promptly and with due diligence and care at the time of the delivery of the Products.
- 9.2. In order to be entitled to the warranty provided for by clause 8. hereinabove, the Buyer shall upon delivery of the Products, notify immediately the Seller in writing if the Products are defective or not in compliance with their technical details and specifications.
- 9.3. In the event that the defect or the lack of compliance is not recognizable upon the delivery, the Buyer shall inform the Seller in writing within 8 (eight) days from the date on which the defect or the lack of compliance was discovered or reasonably should have been discovered based on standard diligent inspection.
- 9.4. Written notice by the Buyer given under clauses 9.2 and 9.3 shall contain a full description of the defects, non-compliance and faults and the details of the supply (in particular, date and order number, date of delivery, date and number of the invoice, lot number). Failure to comply with the notice requirements including those pertaining to timing of such notice under clauses 9.2 and 9.3 will result in the Buyer forfeiting its right to claim under the warranty provision.
- 9.5. Upon expiry of a 30-days term from the date of the delivery without the Buyer claiming for defective or non-complying Products, the delivered Products shall be deemed as definitively and conclusively accepted by the Buyer.
- 9.6. In no event shall the Seller be responsible for failures, defects or any lack of conformity of the Products upon elapse of (i) 24 (twenty-four) months or (ii) the different period agreed in writing between the Parties, in both case starting from delivery and the Buyer shall not be entitled to claim any compensation after the expiry of such period of time.
- 9.7. The Buyer shall keep the defective Products in separate storage at its own expenses and shall allow the Seller to inspect such Products at any reasonable time. Upon written request by the Seller, the Buyer shall return to the Seller the defective Products at Buyer's own costs.
- 9.8. Any claims made by the Buyer pursuant to this clause shall not entitle the Buyer to cancel an Order or to suspend the payments of the Price.

10. FORCE MAJEURE

- 10.1 The Seller shall not be liable for any delay in the delivery, breach of its obligations under the Agreement and/or damages (whether direct or indirect) incurred by the Buyer and/or third parties caused by Force Majeure or any other unexpected events or occurrence beyond the control of the Seller.
- 10.2 "Force Majeure" shall mean any event beyond a Party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage,

breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

11. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- 11.1. Data, models, notes, technical and commercial nomenclatures, samples, information, know-how, trademarks and logos, as well as any other information which the Seller will notify or provide to the Buyer will exclusively remain property of the Seller. The Buyer expressly undertakes not to reproduce or communicate any of the abovementioned information and keep such information confidential, without the prior written consent of the Seller.

12. EXPRESS TERMINATION CLAUSE

- 12.1. Without prejudice to any other provision of these Conditions, the Seller may terminate the Agreement with immediate effect by giving written notice to the Buyer upon occurrence of any of the events mentioned in clause 12.2. hereof.
- 12.2. For the purposes of clause 12.1., the relevant events are:
- (i) the Buyer does not pay any Seller's invoice within 30 (thirty) days after the term specified thereto;
 - (ii) the Buyer does not use the Products in compliance with the instructions provided by the Agreement or by the Seller, resulting in direct or indirect damages to goods, property and/or persons;
 - (iii) Buyer's breach of the provisions set forth under clause 1.5.;
 - (iv) Buyer's breach of the provisions set forth under clause 11.;
 - (v) Buyer suspends or threatens to suspend payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts;
 - (vi) the Buyer is the subject of a bankruptcy petition or order;
 - (vii) the Buyer has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
 - (viii) the Buyer has a resolution passed for its winding up;
 - (ix) the Buyer has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
 - (x) a creditor of the Buyer attaches or takes possession of, or any distress, execution, seizure or other such process is levied or enforced on or sued against the whole or any part of Buyer's assets and such attachment or process is not discharged within 14 (fourteen) days;
 - (xi) the Buyer is subject to any events or circumstances analogous to those in clauses 12.2(vi) to (xii) above in any jurisdiction;
 - (xii) the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; and
 - (xiii) the Buyer's financial position deteriorates to such an extent that in the Seller's opinion the Buyer's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.
- 12.3. Without limiting any other right or remedy which the Seller has recourse to, the Seller may suspend delivery of the Products under an Agreement or any other contract

between the Buyer and the Seller if the Buyer is subject to any of the events listed in clauses 12.2., or the Seller reasonably believes that the Buyer is about to become subject to any of them.

- 12.4. Upon termination of the Agreement for any reason the Buyer shall immediately pay to the Seller all the Seller's outstanding unpaid invoices and interest (if due).
- 12.5. Termination of the Agreement, however arising, shall not affect any of the Parties' rights, remedies, obligations and liabilities that have accrued as at termination.
- 12.6. Clauses which expressly or by implication survive termination of the Agreement shall continue in full force and effect.

13. SEVERABILITY

- 13.1 If any part of these Conditions are found by a court, tribunal or other administrative body of competent jurisdiction to be unenforceable or invalid for any reason, that provision is to be severed from the Conditions and the remaining provisions of the Conditions will otherwise remain in full force.

14. RIGHTS OF THIRD PARTIES

The Agreement between the Parties shall not be enforceable by any third party under the Contracts (Rights of Third Parties) Act 2001.

15. CODE OF ETHICS

- 15.1 The Buyer commits to adhere and to cause its directors, officers, consultants, staff, employees, subcontractors, to adhere to the ethical-behavioral principles that Seller's group has set out in its Code of Ethics, published on the website www.meccalte.it, which the Buyer declares to have read and which forms an integral and substantial part of and is incorporated in the Agreement and commits to conduct its business in such a way that does not constitute a criminal offence under all applicable laws and regulations in the jurisdiction(s) where it operates. Any Buyer's action or behavior which is illegal or does not comply to the provisions of the Code of Ethics of Seller, gives Seller the right to terminate this Agreement with the Buyer with immediate effect, without prejudice to the right to claim compensation for any damage suffered.

16. LAW AND JURISDICTION

- 16.1 The sale of the Products between the Seller and the Buyer, any Agreement and these Conditions shall be governed by and construed in accordance with the laws of Singapore.
- 16.2 Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of arbitration shall be Singapore. The Tribunal shall consist of 1 arbitrator to be appointed by the Chairman of the SIAC. The language of the arbitration shall be English. The award of the arbitrator shall be final and binding upon the Parties.

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