

PACKING LIST

Ship to: 2231
 Magna PT S.p.A.
 Plant Modugno
 Via dei Ciclamini 4
 70026 Modugno
 Italy

Packing List No.: 800835433

GLEASON ORDER No. 452042613	SUPPLIER CODE 100907	METHOD OF SHIPMENT	SHIP VIA Sepd Dachser
SHIPMENT TERMS FCA Ludwigsburg		SHIP DATE 15.10.2024	CUSTOMER PURCHASE ORDER 4500694559

ITEM No.	DESCRIPTION	QTY ORDERED	QTY DELIVERED	BALANCE DUE
	return delivery of the unit. Warranty: 12 months on replaced parts and work performed Please note that all shipment costs have to be paid by customer. Commodity Code: 84122180 Country of origin: DE + + + + + Machine type: P 100 L Serial number: 28668 + + + + + We received cylinder for repair on 12.07.2024 Magna delivery bill 1248 Documento materiale: 9900001248 1 wooden box SUPPLEMENTARY TERMS Packing : Delivery, excluding packing. Offer / delivery conditions : Offer non-binding subject to change, errors and prior sale. In addition to the supplementary terms and conditions applicable herein, the delivery and services are exclusively based on our terms of sales and delivery which will be submitted on request. Legal : All prices and delivery times offered are subject to price and availability adjustments by our suppliers. We reserve the right to adjust the prices offered in the event of unexpected and unforeseeable raw material price increases, even during the term of the offer/contract after prior information and consultation. Quoted prices and delivery times, whether proposed or confirmed hereby, are subject to change or a surcharge if market conditions (including			
				41038

Hyd-Maxx

MAGNA

Cod. For. 1000598

23 OTT 2024

"Ricevuto con riserva e verifica"

Firma *[Signature]*

Legalbile

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	<p>but not limited to changes in exchange rates, logistics costs, energy and labor costs and raw material prices or availabilities) change significantly prior to delivery of the products.</p> <p>Limitation of Liability : Despite the other provisions of this offer, any order placed hereunder or any other applicable term, Gleason shall not be liable for any special or consequential damages of any kind, loss of profits or loss of production in connection with the subject matter of this offer or any order placed hereunder, but this section shall not limit Seller's liability for personal injury (including death) and property damage or Seller's contractual obligations against infringement of intellectual property or breach of any obligation of confidentiality.</p> <p>Note on transmission of material numbers : Please note that we do not check or technically compare material numbers if you identify them yourself as part of the inquiry/order and provide them to us. In this case, Gleason assumes no liability for any incorrectly supplied parts or components.</p> <p>Warranty claims for installation without Gleason qualified personnel : If the customer requests the delivery of loose spare parts without a Gleason installation service, our guarantee for the correct function of the spare parts in the installed state is regularly excluded. Our warranty then applies exclusively to the condition and functionality of the spare parts upon delivery. We recommend installation by our specialists.</p> <p>Gleason's customer service offers the installation of spare parts professionally and quickly - when quoting a spare part, ask us for the installation as well. We recommend to combine scheduled visits of Gleason Service Technicians at your operation with a maintenance service program to have your machine's condition checked to keep machine availability at maximum levels. Ask your local Gleason Service team to determine the best fit for your specific service requirements: www.gleason.com/services</p> <p>Export control: Some of our products are subject to export control by the Federal Office of Economics and Export Control. It is agreed that the legally binding conclusion of a contract is subject to the condition</p>				

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	<p>that the Federal Office of Economics and Export Control (BAFA) grants any necessary permits for the sale, delivery, transfer and/or export of the goods/technology concerned for use in the destination country. If articles are subject to export control by the Federal Office of Economics and Export Control, the delivery date may depend on the date on which the export license is issued. We would like to point out that in the event of export or re-export by third parties, the exporter must observe and comply with the applicable statutory export control regulations and restrictions.</p> <p>Cancellation and return of goods : Unilateral termination of the contract by the buyer is excluded. <u>Termination of the contract is only possible with the written consent of Gleason.</u> If this agreement is mutually terminated, Gleason shall still be compensated for the amount of the order, less saved expenses, but not less than 25% of the order value, unless buyer proves that the expenses saved exceed 75% of the order value. In the event that ordered goods are returned when not in use, we charge a service fee and restocking fee of 25% of the value of the goods. Goods can be returned if the goods are new, have not been installed and are returned in the undamaged original packaging.</p> <p>Costs when using Gleason service technicians : The mentioned quantities and partly also prices are not fixed values but only non-binding estimates. Therefore, all total prices are changeable. In the case of an order, the costs will be calculated according to the actual expenditure in accordance with our rates for service personnel valid at the time of the assignment.</p> <p>Export or Re-Export Clause (Russia) (1) The Importer/Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this contract that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014. (2) The Importer/Buyer shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers. (3) The Importer/Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further</p>				

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	<p>down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1). (4) Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of this Agreement, and the Seller shall be entitled to seek appropriate remedies, including, but not limited to termination of this Agreement and other penalties. (5) The Importer/Buyer shall immediately inform the Seller about any problems in applying paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The Importer/Buyer shall make available to the Seller information concerning compliance with the obligations under paragraph (1), (2) and (3) within two weeks of the simple request of such information.</p> <p>Order acceptance by your contact person : We only accept orders in writing. In order to ensure smooth order processing, we ask you to send your order, stating the offer number to the mentioned contact person. In addition, our hotline is available at the following number: + 49 7141 404 8000</p> <p>VAT Number: IT04886850728 PAP 20 PAP 25 FOR 50</p>						