	<b>TRATTAMENTI TERMICI FERIOLI &amp; GIANOTTI S.p.A.</b>	<u><b>CONDIZIONI GENERALI DI FORNITURA TRATTAMENTO TERMICO</b></u> ( Pag. 13,14,15,16 )	<b>Mod. FC001</b>
	<b>CERTIFICATA EN 9100 UNI EN ISO 9001:2000, UNI EN ISO 14001 :2004</b>		<b>Rif. PG 03 MAQ Sez.3</b>

( English translation of pages 13,14,15)

## CONTRACT HEAT TREATMENT BUSINESS CONDITIONS and TERMS

### 1) Heat treatments and auxiliaries processes definitions

- 1.1 Heat treatments are all thermal cycles as listed in the UNI EN 10052 table .
- 1.2 This general heat treatment business conditions will also be applied to every new thermal or thermochemical process not foreseen by UNI EN 10052 and any auxiliaries processes .

### 2) Orders .

- 2.1 On every order form , or drawing, or other delivery form , the customer will be committed to indicate the material identification , the heat treatment cycle and eventually the microstructure required, the case depth , the allowances of surface and core hardness , with the appropriate terminology scheduled by the UNI EN normative.
- 2.2 The lack of these indications will remove any heat treatment liability for flaw or lack in the heat treated pieces.

### 3) Order acknowledgement.


- 3.1 The heat treatment company must acknowledge every customer order. If the acknowledgement is not in accordance with the previous agreements, but the customer don't notify the difference before eight day from reception of the form , this will be intended as acceptance .
- 3.2 The heat treatment company may underline to customer the modifications .
- 3.3 The order acknowledgement modifications are prevailing on the previous order or offer .

### 4) Working documents and conditions .

- 4.1 Every batch of materials delivered at heat treatment firm must be accompanied by a delivery form filled with the following data :
  - a) number of pieces and containers .
  - b) part number and name of the pieces with possible drawing .
  - c) material composition or normative mark .
  - d) Steel maker .
  - e) Weight in Kg or ton.
  - f) Required heat treatment and microstructure .
  - g) Hardness or strength value and test required ( HRC - HB – HV ecc. ) .
  - h) Case depth
  - i) Drawing of the surface to be hardened
  - j) Storehouse permitted time . Oxidation withstand in closed room .
  - k) Report classification . Any liability for heat treatment company if this specification don't appear on any customer paper or drawing . The report classification means and needs a 100% hardness control .

In the case of thermochemical heat treatment also must be indicated:

- l) Case depth in mm ( ex. 0,8 mm ).
  - m) Surfaces of the pieces to be protected from carburising or nitriding by paste coating paint .
- 4.2) If after carburising or nitriding same surface must be worked to eliminate the diffusion layer , it's necessary to indicate which are the surfaces and the depth of the layer to be removed .
  - 4.3) The case depth reported on the drawing is the final case depth after grinding .
  - 4.4) The case depth reported on the order or in the delivery form , must be calculated by customer in order to warrant the final case depth after grinding without liability for the heat treater .
  - 4.5) Data and requests, even if written, arrived after the delivery time at the heat treater factory are not valid if not anticipated by delivery form .
  - 4.6) The request metallurgical allowance must not exceed the same specified on the referred National or European normative .
  - 4.7) The lack or the mistake of same metallurgical data from the customer, leave out the heat treater from liability for every scrap or reject . The relevant invoice must be in any case paid .

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### 5) Goods ownership

The goods delivered to heat treater are intended as customer ownership and able to be submitted to requested heat treating processes .

### 6) Contractor liability

- 6.1) The heat treater commitment is to do the heat treatment and the auxiliary works following the best technology available and the steel maker and or foundry instructions .
- 6.2) Not liability will be charged to heat treater for working fault if the same is derived from steel deficiency or lack of information from customer about the previous heat treatment done on the pieces .  
Also the heat treater is not responsible for the lack of same specifications if they aren't previously requested for, on the order or delivery form .
- 6.3) In the case of physical damage to the goods , not recoverable , due to fault of heat treater, the same as compensation will lost the invoice amount and will acknowledge the coarse material value without any other acknowledgement about the add value for machining or other claim . In any case the maximum refund acknowledgement to the customer will be two time the invoiced value of the pieces heat treated .
- 6.4) The heat treater nevertheless declares his availability to draw up , as dispensation of this rule , other special supplier conditions to refund the full value of the it treated pieces . The full value of the goods must be, in this case, previously declared .
- 6.5) When the heat treating process involves same hazard operations as straightening after quenching , in water carbon steel quenching , dimensions or weight or shape not suitable respect steel composition ,etc, there's not heat treater liability in the case of pieces deformation or cracking .
- 6.6) Also there's not heat treater liability for deformation caused by microstructural change in the pieces during the heat treatment .
- 6.7) In the case of continuous productions , in particularly screws , bolts and other small parts , the Heat treater cannot guarantee the total supply's uniformity.  
The Customer will have to install a final completely automatic testing process during the packing before the shipment (induced current, parasites current , acoustic resonance or other systems) to guarantee him-self and avoid that also an only piece could result not conforming or mixed .
- 6.8) In the cases listed at 6.5 and 6.6 customer will pay the entire invoice amount also if the pieces are not usable anymore.
- 6.9) The customer must verifies heat treated pieces conformity before submit them to other working cycle or assembling or delivering it to other companies . The heat treater will not assume responsibility for damages deriving by that fault .  
Only in the case of hidden flaw, that is defects only revealable by cross section of the pieces , the responsibility of heat treater will be regulated as at the point 6.3.

### 7) Sales conditions .

- 7.1) The heat treatment prices are formulated by : weight , final balance , every piece , rent a furnace , surface extension .
- 7.2) The weight and the dimensions utilised for the invoice formulation are those determined by the heat treater facilities when receiving the goods .
- 7.3) The customer data reported on the delivery form will be considered approximate .
- 7.4) A 3% weight loss will be recognised to heat treater because the scaling , the big quantity of goods moving , and the complexity of operations involved .
- 7.5) In case of dispute the unpaid bill will be limited to the disputed batch.

### 8) Testing .

- 8.1) The heat treater commitment is to test the goods heat treated as requested by the customer or business conditions ( ex. hardness , microstructure , indentation case depth etc.) . And or according the standard normative .
- 8.2) The goods to be tested will be followed by a suitable form , performed in accordance with UNI EN 10204 ,or between customer and performer .
- 8.3) No liability for the heat treater will be recognised in the case the goods have been delivered to other factory or submitted to machining before the customer have tested them .

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**9) Working scraps**

A 3% allowance of production scraps will be permitted on the yearly invoiced heat treatment output , or in the less lasting time of the work .

**10) Goods delivery and carriage .**

10.1 The risk of damage on the goods during their transport is always in charge of the customer , also in the case the transport is done by heat treater truck .

10.2 Freights of the goods to be heat treated are customer charged even if the transport is done by heat treater truck .

10.3 The goods delivery is always intended at heat treater plant .

**11) Storage charges .**

11.1 If not otherwise specified the storage time near the heat treater plant don't must exceed .

- One month before receiving the working instructions .
- One month after heat treatment completion .

11.2 Whether that time is passed , or the goods are withdrawn before heat treatment is done , the heat treater will charge the expenses of the home moving of the goods , without any liability for the wear and tear of the same .

**12) Packaging .**

12.1 Is customer care the appropriate packaging of the goods before transport at heat treatment plant .

12.2 The same package must be utilised to send back the goods by the heat treater.

12.3 If the package must be strengthened or modified the costs will be charged to customer by invoice .

**13) Claims.**

13.1 Notwithstanding the provisions of the law 1667 the warranty is not valid if the customer don't notify the failures before eight days from receiving the goods , in any case before he start to submit the pieces to other work or send the same to third party .

13.2 In case of the claims the customer must send , carriage paid , a sample of the questioned pieces to heat treater plant .

**14) Terms of payment**

The terms of payment are part of commercial agreement .

The EURO is the payment currency if not otherwise specified .

The payment conditions , according to Italy 192/88 DDL and EC97/5 directive , must not exceed 60 days from invoice date .

**15) Governing law and jurisdiction .**

15.1 The heat treatment contract shall be governed in accordance with the laws of Italy . For every Judgement or warranty the only competent law courts will be that which jurisdiction is in the same city of the heat treater plant .

15.2 Any payment mode , as cheque , draft , bill or other don't modify the above venue .

Read , approved , subscribed .....

date .....