

general sales conditions

PRICES

The prices mentioned in our current price list are in Euro (€) do not include VAT and, even if confirmed, can be subject to variations due to increases in raw materials and labour costs. If the price is tied to parity between the Euro and a foreign currency, the rate of exchange value is specified by publication by the Banca d'Italia, as indicated in the „Il Sole 24 Ore“ daily newspaper. If the rate of exchange varies by more than 5%, we reserve the right to modify at any time our prices and the discounts applied to current orders. In such a case the buyer is entitled to withdraw immediately from the order.

The said prices do not include transport and insurance costs, import license expenses, customs charges, etc., and are considered chargeable to the Buyer.

Our quotations are not binding for the order; the Buyer accepts our delivery terms. After issuing our order acknowledgement, the order is confirmed.

Minimum ordering amount: € 250,00 net (under this amount the price in force is not confirmed). Neutral products are supplied without a surcharge but minimum 50 pieces/part number.

Certificates of origin issued by Chamber of Commerce € 50,00. Certificates legalized by foreign embassy min. € 250,00.

PACKING

Packing is included in the sale price. Packing different from standard will be invoiced at cost (standard plastic pallets at € 20,00 net each).

DOCUMENTS

We reserve rights on all documents referring to the products and/or made available with quotations, acknowledgements or on delivery. Such documents may neither be copied nor made available to third parties without our written agreement. They must be returned to us on request.

SHIPMENT

Shipment is ex our works, unless otherwise agreed.

As soon as the goods are handed over to the forwarder, all our obligations are considered fulfilled. Therefore, all expenses and risks will be the Buyer's responsibility without any exceptions, even if the shipping charges are prepaid by us.

It is the Buyer's responsibility to insure the goods against damage and/or loss. We therefore cannot be held liable for damage and/or loss.

The shipping rates for Italy are at cost price, and we reserve the right to select the most suitable means of transport.

In case of payment by cash on delivery, the fees are always incurred by us and debited to the Buyer.

DELIVERY TERMS

Delivery terms are indicative and are not binding. We cannot be held liable for any production or shipment delay, if such a delay is caused by one of the following reasons: a commercial blockade, difficulties in obtaining raw materials and/or other circumstances beyond our control. In that case we do not accept any penalties and the Buyer renounces any claims for indemnity and/or reimbursement of damages.

We reserve the right to deliver the goods before the agreed date.

CLAIMS

Claims have to be brought to our attention within 8 days after the receipt of the goods, otherwise we will not accept the said claims. Claims do not authorise delays in payment or further price reductions. In case of packing received damaged, the Buyer must inform the forwarder immediately, and send a copy to us for information.

PAYMENT TERMS

Invoices are payable in the currency specified in the invoice.

Payments must be remitted within the agreed expiry data. We reserve ownership of the goods until the invoice and any accessory expenses have been fully paid. Failure by the Buyer to pay by the due date automatically gives rise to interest, giving us the right to deem the contract cancelled because of such failure, unless we prefer to ask for settlement of the amount due, by recourse to law if necessary, with bank interest and damages added. If the Buyer stops a payment, the outstanding amount becomes immediately due and we will file a petition for bankruptcy.

Interest on arrears: in the case of delayed payments, interest on arrears will be calculated at the rate of 7 (seven) points above the official rate of discount of the Banca d'Italia in force at the time such interest was applied.

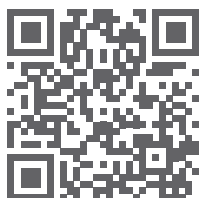
WARRANTY

All the products supplied by us are guaranteed against construction faults or defects of material for 24 months from the date of delivery, the term by which we shall repair the faulty parts in order to restore correct operation of the appliances. We do not accept any responsibility for direct or indirect damage caused by the use of the said appliances. Any return of material must be requested from us in writing, must reach us free our works and will be re-turned ex our works.

The guarantee is restricted exclusively to the repair at our plant, of appliances acknowledged to be defective, whereas all other costs of transport or labor for technical operations on the appliances are charged to the Buyer. The guarantee is voided if the appliances are found to have been tampered with or dismantled.

If interventions on appliances not considered to be under guarantee are requested, we reserve the right to debit the Buyer for management of the return € 40,00 spare parts, manpower etc. not included.

In the event of a dispute, the Buyer accepts that the Bolzano Court of Law is competent and accepts the laws in force in Italy.



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