

General sales conditions of AB Industrietechnik SRL

THIS ISSUE REPLACES AND CANCELS ALL PREVIOUS ONES AND IS SUBJECT TO MODIFICATION WITHOUT PRIOR NOTICE. THE BUYER FULLY ACCEPTS THESE GENERAL SALES CONDITIONS.

PRICES

The prices mentioned in our current price list are in Euro (€), do not include VAT and, even if confirmed, may 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 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., which 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.

For invoices under € 50,00 net a sum of € 10,00 will be applied for management cost.

Neutral products:

are supplied without a surcharge but with a minimum of 50 pieces/part number.

Customized products pad printing:

- cliché cost for colour € 95,00 (max 2 colours)

- tampography on box, min. 100 pieces/order, surcharge of € 1,50 net/piece. For higher quantities, the surcharge may be discussed.

Customized products laser printing:

- cliché costs € 85,00 (grayscale)

- laser printing on plastics min. 20 pieces / order, no surcharges for higher quantities.

The products, wherever possible, can be supplied with a test certificate (part number 103999) at the net price of € 31,00 net + VAT to be requested during the ordering process. Certificates of origin issued by the Chamber of Commerce cost € 50,00. Certificates legalized by foreign embassy min. € 250,00.

PACKING

Packing is included in the sales price. A packaging different from the standard will be invoiced at cost (standard plastic pallets at € 11,00 net each).

TECHNICAL DATA AND DOCUMENTS RELATED TO THE SUPPLY

Weights, dimensions, prices, performance, colours, pictures and other information, including samples characteristics, indicated in AB Industrietechnik Srl's catalogues, price lists, circular letters or other sales and technical literature are merely indicative and not binding, unless AB Industrietechnik Srl expressly refers to them in its quotation or order confirmation.

AB Industrietechnik Srl reserves the right to make changes at any time to its products' technical specifications in order to improve their performance, informing the Buyer in writing in case the above changes are substantial (i.e. changes affecting: products' installation procedures, products' interchangeability features, etc.).

We reserve our 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 in Bressanone, 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.

The total liability of AB Industrietechnik Srl, on all claims of any kind, whether in contract, warranty, indemnity, tort (including negligence), strict liability, or otherwise, arising out of the performance or breach of the contract or use of any product, shall not exceed the value of the product such liability is related to.

In no event shall AB Industrietechnik Srl be liable for loss of profit or revenues ("lucro cessante"), loss of use of the product or any associated equipment, claims of Buyer's or third parties for such damages, or for any special, consequential, incidental, indirect or exemplary damages.

PAYMENT TERMS

Invoices are payable in the currency specified in the invoice. Payments must be remitted within the agreed deadline. We reserve the 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 8 (eight) 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 said appliances. Any return of material must be requested from us in writing, must reach us free our works and will be returned 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 labour 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. Errors caused by improper or incorrect use, installation and/or commissioning are not subject to any kind of warranty.

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.

BUYER COMMITMENTS

The Buyer is the sole party responsible for the choice of products purchased and for all activities subsequent to sale, namely the installation, handling, assembly, set-up and maintenance of the product at the Buyer's premises. These activities must be carried out in full compliance with the instructions given in the technical documentation. The Buyer must also be in possession of structures and skills (including technological skills) necessary for the correct use of the product.

More specifically, in order to ensure correct installation and subsequent correct function of the product, the Buyer must comply in full and diligently with all obligations listed in the technical documentation.

The Buyer must also comply with and apply all regulations and local rules applicable in the country in which the product is to be used. These include all those concerning the protection of public health and safety and good commercial practice. Any costs relating to the compliance of the product with the rules set out by the legislation of the country in which it is to be used, will be paid for exclusively by the Buyer.

SOFTWARE

Should the product include a software application, the use of this software may, as applicable, be governed by specific, separate terms and conditions of a use license.

AUTHOR'S RIGHTS

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