

## **GENERAL TERMS AND CONDITIONS OF SALE**

### **1) GENERAL**

**1.1** The supply is subordinate to acceptance of these GENERAL TERMS AND CONDITIONS OF SALE by the Buyer, which shall return them to the Seller for acceptance within 3 days of receipt, for the first delivery only (signed by the legal representative or the designated).

**1.2** If the Terms and Conditions are not duly signed and returned, the Seller has the faculty to consider the Order cancelled.

**1.3** Acceptance constitutes the Buyer's express waiver of its own general and special Terms and Conditions of Purchase. Any condition in the Order that modifies, conflicts with or contradicts these Terms and Conditions of Sale will be considered invalidated and not applicable, unless specified otherwise herein. The Seller will not accept any verbal agreements or commitments stipulated by its representatives and/or agents; any departure from these terms and conditions must be made in writing.

**1.4** The Seller reserves the right, at its sole discretion, to modify at any time the terms and conditions herein, and submit them to the approval of each Customer. The order is an irrevocable proposal to buy, but it is deemed accepted by the Seller only following order acknowledgement or execution of the order.

### **2) ORDERING PROCEDURES**

**2.1** All orders must be sent in writing and fully completed for a correct identification of the Products and Services requested. Orders placed on the phone or orally will not be accepted.

**2.2.** The Buyer may request cancellation or modification of the order in writing, only prior to its execution.

**2.3.** The Seller has the faculty to reject order cancellations or modifications of orders depending on the state of progress of the job order. For cancellations and modifications to be effective, they must be explicitly accepted by the Seller.

### **3) PRICES AND CONDITIONS OF PAYMENT**

**3.1.** Unless specified otherwise in writing in the offer, Seller's quotations will be valid for 60 calendar days as from the date of issue, after which they will automatically become null and void.

**3.2.** The prices quoted in our price-lists and publications are not binding and cannot be considered a "public offer". Prices are quoted net of VAT. The Seller reserves the right to adjust the price-list without prior notice, and agree to inform the customer of any changes. The invoice will quote the prices in force on the date of acceptance of the order or as agreed otherwise in specific SUPPLY CONTRACTS.

**3.3.** All payments must be made by the agreed deadline, even in the event of delayed deliveries or total/partial loss of the goods not attributable to the Seller. In the case of payment by instalments, failure to pay any of the instalments entails demand for payment of all the remaining instalments pursuant to art. 1186 of the Civil Code. Cheques, bills of exchange, drafts and bank receipts are considered as effective payment when they have been duly cashed.

**3.4** In the event of late payment, the Seller will automatically apply overdue trade interest in accordance with the provisions of law no. 231/2002.

**3.5.** In the event of late payment, prolonged delays, high exposure or expected non payment, the Seller will be entitled to:

- demand advance, secured or COD payment;
- halt execution of some or all of the orders connected with, preceding or subsequent to the order that generated the breach of contract;
- revoke the agreed terms of payment and grant an extension for the other orders in progress, which will make all pending credit recoverable from the Buyer.

### **4) DELIVERY**

**4.1.** The delivery term will commence on the day on which the order is accepted by the Seller.

**4.2.** The Seller cannot be held liable in the following cases: - acts of God or other extraordinary events, a lack of raw materials, energy restrictions; - delays due to the Buyer, particularly in connection with the communication of data that are considered indispensable and were not provided in due time; - failure by the Buyer to comply with the conditions of payment, pursuant to arts. 1460 and 1461 of the Civil Code.

**4.3.** Delays attributable to the Seller may give rise to compensation only to the extent to which penalties to this effect have been provided in SUPPLY CONTRACTS and limited to the amount of the supply.

**4.4.** The Buyer must take delivery of the goods even in the event of partial deliveries or delivery subsequent to the agreed date. All costs resulting from failure to collect the goods will be charged to the Buyer.

**4.5.** In the event of agreed modifications to these Terms and Conditions of Sale, the delivery deadline will automatically be extended to allow execution of the order.

## **5) LIABILITY AND CLAIMS**

**5.1.** The goods may only be returned with the Seller's explicit authorisation and delivered carriage paid to the Seller's warehouse. Pursuant to art. 1510, subsection 2 of the Civil Code, the Seller is freed from delivery liability when the goods have been handed over to the carrier, therefore all transport risks then pass to the Buyer. If the SUPPLY CONTRACT specifically contemplated goods delivered carriage paid, it is up to the Seller to choose a carrier.

**5.2.** On receipt of the goods, the Buyer must check the quality/quantity specified on the order. If any nonconformities/defects are found immediately, the Buyer may choose not to accept the goods and must inform the Seller immediately of the reasons for rejection.

**5.3.** The Buyer must report in writing within 8 (eight) days any non-conformities/defects found. If any hidden defects are found, the Buyer is allowed 1 (one) year from discovery of the defect to report it to the Seller. Claims must be made in writing and sent to the Seller, under penalty of nullity. The claim must specify all the details required to trace the shipment: order number, pack identification, invoice number and bill of lading.

**5.4.** The Seller, at its sole discretion and in relation to the condition and type of goods, has the option to:

- supply the missing goods, if there is a shortfall;
- repair/replace the faulty goods;
- grant discounts on future purchases;
- accept a debit note for the purchase price and make the goods available for collection. Claims or complaints made after the terms specified in the General Terms and Conditions of Sale will not be taken into consideration and the goods will be considered as fully compliant.

## **6) WARRANTIES**

**6.1.** The Seller warrants that the goods supplied correspond with the order specifications, comply with the applicable standards and regulations and are suitable for the intended use and free from defects.

**6.2.** Unless agreed otherwise in the supply agreement signed by both parties, the products are guaranteed for 12 months from the date of receipt, as specified on the order confirmation. Repaired or replaced supplies enjoy the same guarantee as from the date of repair or replacement.

**6.3.** The warranty is invalidated if the goods are tampered with, deteriorated due to reasons not attributable to the Seller, or are used in a manner not in compliance with the Limitations of Use dictated by the standards and technical documentation supplied by the Seller.

**6.4.** The Seller will not be held liable for failure of the entire system in which the products are incorporated since the Seller does not handle assembly, electrical connections or ancillary operations (with the exception of turn-key supplies).

**6.5.** Personnel travel/transfer costs for direct interventions at the Buyer's premises must be reimbursed in full, even during the warranty period.

**6.6.** All interventions under the warranty will be halted without notice if all or any sums due are not paid.

**6.7.** In signing these General Terms and Conditions of Sale, the Seller and Buyer agree explicitly to the total value of the supply as the maximum limit of either party's financial liability.

## **7) TERMINATION OF THE AGREEMENT**

**7.1.** In the event of total or partial failure to pay up, or violation of these General Terms and Conditions of Sale, the Seller is entitled to halt the supplies and cancel the warranties, terminating the existing agreement with immediate effect.

**7.2.** The business relationship between the parties will also terminate ipso jure in the following cases:

- bankruptcy or other insolvency proceedings provided by law;
- transfer of the business or any line of business.

## **8) INTELLECTUAL AND INDUSTRIAL PROPERTY, CONFIDENTIALITY AND PRIVACY**

**8.1.** The Seller retains title to all the plans, technical documents and know-how connected with the supplies and protected under the patent and trademark laws.

**8.2.** The Buyer and its employees, agents, collaborators and subcontractors must treat as confidential all the technical documents consigned and required in connection with the supply.

**8.3.** The Seller warrants that all the information and personal data received will be handled in full compliance with the law on the protection and processing of personal data. Personal and business data connected with the sales agreement will be gathered and filed by the Seller in compliance with legal requirements. In the event of refusal to provide personal and fiscal data, the Seller will be unable to execute the order.

**8.4.** Data of personal nature that may be collected shall be processed pursuant to and in accordance with Regulation (EU) 2016/679 (GDPR) and related national legislation in force. Re S.p.A. undertakes to use personal data only for the purposes set out in these conditions, guaranteeing the utmost confidentiality. For further information you can write to [info@re-spa.com](mailto:info@re-spa.com) at any time. The data controller is Re S.p.A, Viale E. Caldarà 40, 20122 Milano, Italy.

## **9) JURISDICTION**

**9.1** Any disputes arising out of or in connection with the supplies covered by these General Terms and Conditions of Sale will be settled by the Court of Milano.

I hereby accept these General Terms and Conditions as published on the website and consigned prior to the order.

Signed for acceptance:

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Pursuant to articles 1341 and 1342 of the Italian Civil Code, I further declare that I accept all the terms and conditions contained herein and that I have taken into due consideration what is established and agreed in the relevant clauses. In particular, I specifically approve the following clauses and conditions:

1. General ; 2. Ordering procedures; 3. Prices and conditions of payment; 4. Delivery; 5. Liability and claims; 7. Termination of the agreement; 9. Jurisdiction.

Signed for acceptance:

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