

GENERAL SALES CONDITIONS

1. GENERAL

These General Sales Conditions are part of and shall apply to all ERRESEI's sales and supply contracts. The acceptance of these General Conditions will be requested only once and are intended to be valid for all future purchases made by the Buyer until new and/or different edition of the present General Conditions. The execution of the order and/or of the contract means the implicit acceptance by the Buyer of the following conditions, even without a Buyer's written acceptance..

2. PROPOSALS AND ORDERS

The Proposal, including prices and delivery terms, sent to the Buyer shall be valid for a period of thirty (30) days from the date of its issuance. After this term, the Proposal and its conditions are not binding for the Seller any more.

The Proposal shall be considered by the Seller as binding order only in case of written acceptance made by the Buyer. The order shall be valid only if the following information is provided by the Buyer: number, item, quantity, invoicing data and delivery address. In case of orders registered without any written confirmation by the Buyer, ERRESEI refuses all responsibility for any mistake or misunderstanding. The minimum quantity of any order or contract shall be of five hundred-euro (500,00€) net amount, VAT excluded.

3. DELIVERY TERMS

Except in the event of provisions to the contrary included in the order acceptance and/or the contract or otherwise agreed in writing, any date specified by the Seller for delivery is intended to be an estimate and time for delivery shall not be made of the essence by notice. Should the delivery date be different from the confirmed date, the Buyer hasn't got any right for claim damages or refund, except if otherwise agreed between the Seller and the Buyer. In any case, the damage claim will not be greater than the agreed price.

4. PRODUCTS

With the order confirmation, the Buyer acknowledges quality and all product's features are as requested. The Buyer has previously checked all technical features of the Product and the order corresponds to Buyer's approval. Therefore, the Buyer has no right to ask the Seller to change any product's feature or characteristic once the order has been registered. The Buyer releases since now any right to ask for extra or other features than those specified in the order and/or contract. Except for what agreed in the previous paragraph, ERRESEI reserves the right to make technical and aesthetic changes and improvements on the ordered Products at any time and without Buyer's approval. It is understood that such modifications may only concern secondary features and will not entail for the Buyer any increase of the agreed price. In the event Buyer wishes to change product features, quality, quantity, measures and conditions, ERRESEI has got the possibility to ask for the acceptance of a new agreement with the specification of the new conditions, to decline the order and to withdraw from the previous contract. In this case ERRESEI withholds all paid amounts as down payment on the due amount and reserves the right to ask for payment of further damages.

5. ORDER CANCELLATION AND RETURN OF GOODS

In case the Buyer wants to cancel the total or a partial part of a registered order for goods that haven't been delivered yet, ERRESEI reserves the right to ask the Buyer to pay a penalty clause equal to 50% of the agreed net price and the right to ask for refund of further damages. Any return of delivered goods must be authorized by Beblaze, the shipment of returned goods is intended EXW (ExWorks). Returned goods must be free of any signs of damage as well as of wear and tear, in other case the return will be rejected.

6. PRICES AND PAYMENT TERMS

Except in the event of provisions to the contrary included in the order acceptance, the prices specified in the proposal are intended EXW (ExWorks), VAT, taxes, shipment expenses, insurance, installation and after/sale service are excluded. Payment must be submitted by Buyer in the forms and terms expressly specified in the order confirmation. In the event Buyer fails to make any payment on the due date and according to the agreed terms and conditions, ERRESEI may suspend or cancel orders or next deliveries. In the event of non-payment and / or delayed payment, the interest for late payment is due according to Legislative Decree 231/2002 and s.m.i. from the agreed deadline up to the payment date. According to art. 1523 of the Civil Code, all goods covered by the sale contract remain exclusive property of ERRESEI until full payment of the total price is made, except all risks after delivery.

7. WARRANTY

ERRESEI hereby warrants the Product to be free from defects in materials and workmanship from the date of delivery, even if it is not being used. If faults or defects are reported, ERRESEI reserves the right to check customer's requests and authorize or reject the replacement or the refund of the value of the product, during this period the Buyer is not allowed to suspend payments or to pay other than according to the agreed deadlines. The warranty is expressly excluded and rejected if the inconvenience or anomaly will result from an incorrect use of the product. Any modification or replacement of any part of the product not authorized by ERRESEI, as well as the use of power supplies, control units and other components not supplied by ERRESEI, determines the automatic inactivity of the guarantee.

