

GENERAL SALES CONDITION

All our supplies are governed by the following general conditions of sale; every clause or condition modified by the Client or our agent is valid only if confirmed by us in writing. Any order received by the Client also implies full acceptance of our general sales condition.

1) PURCHASE ORDERS AND ORDER ACCEPTANCE

Purchase orders must indicate the name and exact type of the product. The orders will be considered accepted only when confirmed in writing by ZUCCHETTI S.r.l.

2) PRICES

The prices indicated in the purchase order do not include VAT and unless otherwise agreed they are intended to be EXW.

3) DELIVERY TERMS

The delivery terms indicated in our offers and/or confirmations, although respected by us as much as possible, are to be considered indicative and not binding. Therefore, ZUCCHETTI S.r.l. assumes no responsibility for damages arising from any delays and reserves the right to extend the delivery terms or to terminate the contract without any obligation to pay compensation in the following cases:

- a) Force majeure: strike, boycott, lockout, fire, war (declared or not), civil war, riots and revolutions, damage from natural disasters to our factories or those of our suppliers, requisitions, embargoes, power cuts, delays in the delivery of components or raw materials, loss and/or destruction during transport. The occurrence and cessation of any circumstances of the type indicated above before the expiry date of the contract must be communicated immediately to the Client in writing.
- b) Errors or delays by the Client in transmitting the information necessary for the execution of the order.
- c) Failure by the Client to comply with the payment conditions
- d) Changes and/or additions to the order made after the receipt of the same.
Delivery will be considered completed when the goods are made available to the Client or collected by the carrier/forwarder.

4) SHIPPING

Shipping is always intended to be carried out on behalf of the Client and at his/her own risk even when "free of carriage" is agreed. Any claim relating to the state of the packaging, quantity, number or external characteristics of the products (apparent defects), must always be reported immediately upon receipt of the goods to the carrier/driver, reported on the accompanying document (subject to checks) and countersigned. Any claim relating to the non-conformity and/or defects not identifiable at the time of delivery (hidden defects) must be notified in writing within 8 (eight) days from the date of goods receipt. It is understood that any claim or dispute will not entitle the Client to suspend or in any case delay payments for the goods, nor, even less, for other supplies. Unless otherwise specified by the Client, ZUCCHETTI S.r.l. is entitled to choose the type of transport and the carrier/forwarder.

5) DOCUMENTATION

The goods are accompanied by the manufacturer's standard documentation. Any request for extra documentation must be expressly communicated and agreed before the purchase order issue date. The drawings and the technical documentation, as well as any software programs, made available to the Client, will always remain of ZUCCHETTI's property. The Client may use them only for the installation, use and maintenance of the goods. They may not be used in any other way, nor in particular copied, transmitted or communicated to third parties, without our prior consent.

6) PAYMENTS

In case of late payment, the Seller acquires the full right automatically and without any notice to charge moratorium interest at the legal rate plus three percentage points. The Client is not authorized to make any deductions from the agreed price (e.g. for advance payment or in the event of defects in the goods), unless previously agreed in writing.

7) WARRANTY

The machines are guaranteed against defects in materials, workmanship and design for 12 months from delivery. The following are expressly excluded: damage resulting from irregular functioning, inadequate maintenance, chemical and electrochemical attacks, atmospheric and telluric events, operating conditions other than those expected, normal wear and tear in relation to the specific use, etc., i.e. all damages that are undoubtedly not resulting from defective materials, workmanship and design. In the event of application of the warranty, all our obligations will be exhausted with the repair or replacement of the parts that undoubtedly present construction defects.

In the event of an anomaly, the product must be sent CARRIAGE FREE to our warehouse in RHO for identification of the cause of the anomaly itself and for the necessary repair. The material will then be returned CARRIAGE FREE to the Customer.

In case of fault or breakdown abroad, the Customer must inform ZUCCHETTI S.r.l. indicating the exact location of the system; ZUCCHETTI S.r.l. will provide the address of the nearest authorized 'Service' to check the product and identify the causes of the fault with activities under warranty.

We guarantee the compliance of our products only to specifications or technical characteristics expressly cited and agreed in writing in the contractual documents (e.g. requests for quotations, orders, order confirmations) and in any other communication and/or variation received in writing.

The guarantee DOES NOT INCLUDE any disassembly and reassembly services performed at site, transport costs, travel expenses, board and lodging of the technical staff when requested by the Customer. Warranty assistance will be provided exclusively at the workshop of the authorized 'Service' or at the headquarters of ZUCCHETTI S.r.l.

Warranty intervention on the product DOES NOT EXTEND THE NORMAL WARRANTY TERMS mentioned above.

The warranty is limited to the product supplied and ZUCCHETTI S.r.l. is not responsible for any damage to people, equipment or installations, for loss of profit or any other emerging or consequent damage.

The competent court for the resolution of any dispute is exclusively that of MILAN.