

## GENERAL CONDITIONS OF SALE

### **Art. 1 – Application of General Conditions**

UNAOHM S.r.l. sells products and/or services in accordance with the terms and conditions set forth in the present general conditions of sale.

The purchase of products and/or services and the relevant orders implies the full acceptance by the Purchaser of the present general conditions of sale, unless there are written revisions carried out by UNAOHM S.r.l. within the Order Confirmation.

Revocation of an order by the Purchaser is not allowed; however, UNAOHM S.r.l. has the right to accept withdrawing requests against consideration payments equal to 30% of the price of the order.

### **Art. 2 – Prices**

The prices of the products are in € (Euro) and are intended for goods delivered ex works at our warehouse of Peschiera Borromeo (MI), packing included, unless otherwise agreed upon in writing.

Price lists, estimates, offers, catalogue pictures and prices are not intended to be binding and might be modified at any time without notice, due to improvements brought to products, or due to increases in costs taken on by UNAOHM S.r.l., and in particular regarding costs of materials, labour, customs duty or tax impositions on products.

### **Art. 3 – Delivery Terms**

Any possible term of delivery, any way and anywhere provided for, shall not be considered to be an essential term. UNAOHM S.r.l. shall not be held liable for any late delivery and any late delivery shall not entitle the Purchaser to contest, to claim any compensation, and to terminate the relevant Agreement or to cancel, totally or partially, the order.

Delivery terms may also be delayed due to causes of "force majeure", either caused by our firm or our suppliers, including lack of materials, strikes, electricity black-out, interruption with telecommunication and transport, without the Purchaser having any right to compensation for damages.

### **Art. 4 – Delivery**

Products are deemed to have been delivered to the Purchaser when they are consigned to the carrier or to the shipping agent.

The Purchaser shall cover the transport expenses.

Should the Purchaser delay collecting the products, the risk passes to the Purchaser and the products shall be deemed to have been delivered after three (3) working days from the date of the written notification indicating to the Purchaser that the products are ready.

No bill of lading and/or delivery note shall be signed over to the carrier before examination of the products; in the event of damages or shortages of the products, the Purchaser must claim for damages against the carrier by registered letter, and if necessary ask for the intervention of a damages surveyor.

Delivered products cannot be returned without the prior written consent of UNAOHM S.r.l.

Should the delivery be parcelled out upon request of the Purchaser, the storage and warehousing expenses shall be charged to Purchaser from the month following communication, provided that his obligation of payment of the price of the products remains unchanged.

### **Art. 5 – Partial Deliveries**

UNAOHM S.r.l. has the right to carry out partial and/or parcelled out deliveries.

### **Art. 6 – Insurance**

UNAOHM S.r.l. has no obligation to insure the products save for cases where - within the strict limits in which - insurance has been requested in writing by the Purchaser. In this case, the Purchaser shall pay the insurance costs and must specify which risks shall be covered by the aforementioned insurance.

### **Art. 7 – Warranty**

UNAOHM S.r.l. guarantees the products in accordance with the terms and conditions set forth in Article 7, for a period of 24 (twenty-four) months, except for batteries and the product Light Meter for which the warranty is 12 (twelve) months, unless otherwise agreed upon in writing.

The warranty does not cover product damage caused by natural wear, negligence and/or unskillfulness regarding use and/or custody and/or maintenance. Also the activities of update of hardware and/or software of the products are excluded from the warranty.

In case of products out of warranty, for expiration of the term or for other causes, UNAOHM S.r.l. is not obliged to execute repairs and/or substitution of the products after 10(ten) years from the consignment of the products to the publisher.

With regard to claims sent within the terms set forth in Article 8, UNAOHM S.r.l. undertakes to provide the missing products and/or to repair and/or substitute at its own expense the faulty products or those not in compliance with the order.

Transport expenses related to products sent to UNAOHM S.r.l. (or to the distributor's local service center) for repair and/or substitution shall be charged to the Company, but under responsibility of customer.

The warranty period is not modified by the substitution and/or repair.

The warranty does not operate in the following cases where:

- I. the products are not used in compliance with UNAOHM S.r.l. instructions communicated to the Purchaser and/or provided in the use and maintenance book;
- II. the seals affixed by UNAOHM S.r.l. on the products are removed;
- III. the products are repaired, dismantled or modified by firm not authorized to do so in writing by UNAOHM S.r.l.;
- IV. the spare parts used are not original;
- V. the products are not kept safely and properly by the Purchaser before being used.

### **Art. 8 – Claims**

With regard to claims for incomplete or irregular deliveries as well as for a lack of promised quality or for acknowledged defects must be submitted in writing to UNAOHM S.r.l. immediately or, at the latest, within eight (8) days of receiving the products; after said term the consignment of products is intended to be accepted without reserve.

Hidden defects shall be communicated in writing when discovered and in any case not later than 24 (twenty-four) months from the consignment of the products; the Purchaser is compelled to provide tests and proof in order point out defects in the case of use.

### **Art. 9 – Limitation of Liability**

UNAOHM S.r.l. shall not be held liable towards the Purchaser for direct, indirect or consequential damages, such as, but not solely, interruption of production, and loss of profits, business, revenue, goodwill, agreements, exploitation rights, time, and data or any other commercial detriments or lack of products. In case of customer's insolvency or delay in payments, UNAOHM S.r.l. is entitled to suspend deliveries and terminate outstanding contracts.

### **Art. 10 – Payments**

Payments shall be made at the place of business at Peschiera Borromeo (MI) of UNAOHM S.r.l. in accordance with the agreed terms. For no reason may payments be delayed or suspended.

Payments made by bills of exchange, drafts, cheques *et cetera* are always accepted by UNAOHM S.r.l. *pro solvendo*, and are not considered as derogatory payments.

Should the payments be made by drafts or bank receipts, the invoice shall be considered as an issuing advice.

All the expenses and bank commissions applicable outside of Italy, as well as the acceptance and confirmation commissions for the opening of credit and the consular fees, must be paid for by the Purchaser. In case the price of products agreed upon is in a foreign currency which for any reason has undergone a devaluation exceeding 3%, between the date of the order confirmation and the date of the actual collection, an additional amount corresponding to the devaluation percentage shall be paid to UNAOHM S.r.l.

### **Art. 11 – Reservation of Title**

The sale of products is made reserving ownership to UNAOHM S.r.l. in compliance with Articles 1523 ff of the Italian Civil Code until the price has been paid out in full by the Purchaser.

In the event of distraint or foreclosure of products supplied when the price has not been paid out in full, the Purchaser is compelled to always indicate that the ownership belongs to UNAOHM S.r.l.

### **Art. 12 – Term benefit forfeiture**

The re-sale of the products, delayed payments of several instalments, or even a unique instalment exceeding 1/8 of the price, implies the forfeiture of the instalment term benefit; therefore UNAOHM S.r.l. has the right to claim the debt recovery or, at its own choice, to terminate the Agreement pursuant to Article 1456 Italian Civil Code, with the consequent obligation for the buyer to return immediately the purchased products.

### **Art. 13 – Applicable Law**

The present agreement shall be governed, interpreted and construed in accordance with the Laws of Italy.

### **Art. 14 – Jurisdiction**

All disputes arising from or in connection with the present agreement, including those related to its validity, interpretation, performance and termination, will be submitted to the exclusive jurisdiction of the Court of Milan including any claims for warranty, damages or payments in general.

THE GENERAL CONDITIONS OF SALE ARE AVAILABLE ON WEBSITE [www.unaohm.it](http://www.unaohm.it)

\* PRICES ARE VAT EXCLUDED

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