



# RS Stampi srl

## GENERAL SALES CONDITIONS



### 1) GENERAL CONDITIONS:

1.1 The terms and conditions indicated below as "General sales conditions" also downloadable from the following web-site: [www.rsstampi.it](http://www.rsstampi.it) are integral part of any order and/ or contract stipulated between the Seller and the Buyer for the supply of the Seller's goods and prevail over any general purchase conditions prepared by the Buyer, even in the event that reference is made or contained in the orders or in any other documentation from the buyer without the prior written consent of RS Stampi srl and therefore not even by effect of tacit consent.

1.2 The general sales condition – except for any exceptions specifically agreed in written – will be applied to all future supplies of goods or services by the Seller until a new edition of the same.

1.3 RS Stampi srl reserves the right to carry out in written a periodic revision of these general sales conditions. The updated version will be made available to the customer as an attachment to offers or any correspondence sent in writing to the Buyer, as well as through publication on the aforementioned official website [www.rsstampi.it](http://www.rsstampi.it)

### 2) ORDERS AND CONFIRMATION:

2.1 If the Purchaser does not return the copy of the order confirmation – sales confirmation and/or of the countersigned order or does not send his/her purchase confirmation within 5 (five) days after reception, the order will be considered in any case tacitly and fully confirmed. Orders placed by the buyer are not considered accepted until they have been confirmed in written by the seller. Orders and/or changes to orders placed verbally or by telephone must be written confirmed by the Buyer. Otherwise, the Seller assumes no responsibility with regard to any errors or possible misunderstandings. In the event that the Seller does not confirm in writing an order negotiated verbally, the issuance of the invoice by the Seller or the execution of the order by the Seller will be considered as confirmation.

### 3) DELIVERY TERMS:

3.1 The delivery terms, even if defined as mandatory by the Buyer, are however intended as indicative and assumed by the Seller with all tolerance of use. Unless otherwise written agreed, any delivery time indicated is not binding for the Seller. Unless otherwise agreed between the parties, the indicative delivery time is that specified in the order confirmation by the Seller.

3.2 The Seller has in any case the right to process the order on several occasions in relation to its production capacity.

3.3 It is also agreed that the temporary impossibility of evasion of the order for reasons not attributable to willful misconduct or gross negligence of the Seller, involves only the suspension of the contract. Therefore, the Purchaser, once the cause for suspension of the contract ceases, will still be obliged to receive and pay for the ordered goods and will not be able to claim compensation or reimbursement for any damages.

3.4 Delays do not in any case give any right to penalties and/or reimbursement and/or any direct or indirect damage, for any reason or even less to the cancellation or termination of the order. In any case, the Seller will not be held responsible for delays or failure and/or partial delivery of the supply attributable to circumstances beyond its control, such as by way of example and not limitation, inaccuracies or delays of the Purchaser in the transmission to the Seller of information or data necessary for the shipment of the goods; difficulty in obtaining supplies of raw materials; problems related to production or order planning; partial or total strikes, lack of electricity, natural disasters, measures imposed by public authorities, difficulties in transport, causes of force majeure, riots, terrorist attacks and all other causes of extenuating circumstances. The occurrence of some of the events listed above will not entitle the Purchaser to request compensation for any damage or compensation of any kind.

### 4) TRANSPORT OF GOODS:

4.1 The goods not transported by vehicles by the Seller, always travel at the Buyer's risk even if sold carriage paid and the transport costs, unless otherwise agreed, are borne by the Buyer even if the transport is carried out with vehicles of the Seller.

### 5) PRICE - PAYMENT:

5.1 Unless otherwise agreed, the price of the goods is that normally charged by the Seller and which is specified in the contract.

5.2 In the event of deferred payments agreed upon, if even a single price installment is not punctually paid, the Seller may immediately demand the full price with forfeiture of the Buyer's term benefit even if the conditions referred to the art. 1186 of the Civil Code are not met. Alternatively, the Seller may suspend and consider the contract terminated for non-fulfillment and withhold all sums paid in the meantime by the Purchaser in account of any greater credit by way of compensation for damage.

5.3 Even in the event of notification of complaints for defects and faults, the Purchaser cannot initiate or continue actions if he has not previously paid the price in full under the terms of the contract. Payments, under no circumstances, may be suspended or delayed: if disputes have arisen, the related actions cannot be initiated or continued unless the price has first been paid according to the terms and methods established. The suspension of the delivery of the Goods or the termination of the Sales will not entitle the Buyer to claim any compensation for damages.

5.4 The payment of the goods must take place within the terms indicated in the contract and regardless of the agreed method of payment, it is understood that the payment conventionally takes place at the Seller's domicile.

5.5 In case of late payments with respect to the terms indicated on the invoice, the Purchaser, without the need for a specific formal notice, would be charged the interest on arrears at the rate in force provided for by Legislative Decree 231/2002, in addition to compensation for any further damage.

5.6 The Purchaser has no right to make any compensation, withholding or reduction except in the event that his request to that effect has been definitively and judicially accepted.

### 6) COMPLAINTS - DISPUTES - WARRANTY

6.1 The Seller guarantees the quality and functionality of the Goods subject to the order confirmation for a period of 6 (six) months from delivery, except for the tolerances of use and excluding those defects that may arise due to transport, loading and unloading, incorrect assembly, improper use, inadequate installation or maintenance or, finally, interventions on the Goods subject to order confirmation not carried out by the Seller.

6.2 Any complaint relating to flaws or defects in the Goods subject to order confirmation must be forwarded to the Seller by registered letter with return receipt within the mandatory term of eight days from delivery in the case of obvious defects and eight days from discovery in the case of hidden defects, in any case within the term of 6 (six) months from delivery, under penalty of forfeiture.

6.3 The Seller's warranty only provides for the repair and / or replacement of defective parts of the Goods subject to the order confirmation due to a defect attributable to the design, manufacture or quality of the materials used by the Seller. No guarantee is assumed for components which, due to their use or composition, are subject to normal wear. Furthermore, ordinary wear and tear, faults deriving from the negligence and inexperience of the Purchaser, incorrect maneuvers carried out by the Purchaser during the installation and / or uninstallation on its machinery or for the repair, transport and / or handling of the Goods subject to order confirmation are not considered as defects

covered by the Seller's warranty; No guarantee is assumed for changes or interventions carried out or made by the Buyer without the prior written consent of the Seller. It is assumed that the breakage of the Goods subject to order confirmation that occurs after 3 (three) months from delivery is not attributable to the Seller's responsibility, who will carry out any repairs and / or replacements exclusively at the expense and risk of the Buyer. In any case, returns will not be accepted unless previously authorized in writing by the Seller; the Seller will examine the returns to verify that the defect exists and is attributable to its responsibility and only in this case it will replace and / or repair the Goods subject to the order confirmation recognized as defective. In the event of changes and / or interventions on the Goods subject to the order confirmation not covered by warranty, the costs and risks deriving from the return of the goods and from the return of the same at the Buyer's headquarters, the necessary material and, in the event of interventions to be carried out at the Buyer's headquarters, the costs relating to travel and board and lodging for the Seller's staff will also be fully borne by the Buyer. Any replacements or repairs made by the Seller during the warranty period will not lead to an extension of the duration of the warranty, nor to its novation.

6.4 Any guarantee obligation governed by these General Sales Conditions will be considered suspended as a result of the non-payment or delayed payment of the agreed price within the agreed deadlines.

### 7) RESERVE OF OWNERSHIP

7.1 The goods object of the supply remains full property of the seller until the date in which the buyer has not paid their full price and sums due to the seller and may be claimed by the seller wherever they are, even if combined or incorporated with other goods owned by the buyer or third parties, pursuant to and for the purposes of art. 1523 and following of the civil code. During the aforementioned period, the Purchaser will assume the obligations and responsibilities of custodian of the Goods supplied and may not alienate, use or pledge, move, seize or confiscate such Goods without declaring the Seller's ownership and without giving immediate notice to the same by registered letter with return receipt or certified email.

7.2 In case of default by the Buyer, the Seller may, without the need for any formalities, including formal notice, take possession of the Goods object of the supply wherever they are, subject to any further appropriate remedy for the damage suffered. Except for the explicit written consent of the Seller, the Purchaser cannot therefore transfer to third parties, nor remove the Goods subject to the order confirmation from the place where they are located until the full balance of the supply. The Buyer undertakes to oppose the existence of the retention of title in favor of the Seller to third parties who intend to exercise enforcement actions on the Goods sold pursuant to these General Conditions of Sale. In the event of resale in violation of the reserve of ownership, in addition to the right to recover the Goods subject to the order confirmation, the Seller reserves the right to withhold any sums already received by the Buyer, by way of compensation for damage and for the devaluation of the assets subject to order confirmation.

7.3 The previous paragraph does not affect the provisions of Article 4 relating to the transfer of risk.

### 8) TERMINATION OF THE CONTRACT - EXPRESS TERMINATION CLAUSE - SUSPENSION OF ORDERS

8.1 Failure by the Purchaser to comply with these General Sales Conditions will result in the immediate suspension of the supply and related guarantees, as well as the Seller's right to immediately terminate the contract, with compensation for any resulting damage.

8.2 In particular, the Seller will have the right to terminate the contract pursuant to and for the purposes of art. 1456 of the Italian Civil Code by written communication to be sent to the Buyer in case of non-fulfillment of the payment obligations provided for by art. 5 (price - payment) of this contract, bankruptcy or subjection of the Buyer to other insolvency proceedings, sale of a company or business unit.

8.3 The Seller will have the right to suspend the fulfillment of the contract pursuant to art. 1461 of the Italian Civil Code in the event that the Buyer's financial conditions become such as to seriously endanger the achievement of the consideration, unless a suitable guarantee is provided.

### 9) APPLICABLE LAW - CONVENTIONAL COURT

9.1 This contract is governed by Italian law, with the express exclusion of the application of the 1980 Vienna Convention on contracts for the international sale of movable property.

9.2 Any dispute arising between the parties as a result of the interpretation, validity or execution of these General Sales Conditions and the related contracts stipulated will be devolved to the exclusive jurisdiction of the Court of Brescia.

9.3 It is understood between the parties that only the Seller, at its own discretion, will have the right to renounce the jurisdiction of the exclusive forum referred to in the previous paragraph to take legal action against the Purchaser, at his domicile and at the competent Court therein.

### 10) TREATMENT OF PERSONAL DATA

10.1 The Seller guarantees that the information and personal data communicated to it will be treated in full compliance with the law in force regarding the processing and protection of personal data. The personal and commercial data relating to the sales contract will be collected and stored at the Seller in order to fulfill legal obligations. In case of refusal to provide personal and tax data, the Seller will be unable to provide the requested supply. The Buyer can exercise the rights referred to in Article 7 of Legislative Decree 196/2003.

### 11) FINAL CLAUSES

11.1 The invalidity in whole or in part of individual provisions of these General Conditions of Sale does not affect the validity of the remaining provisions.

11.2 Any modification to these General Conditions of Sale must be agreed in writing.

11.3 Pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code, the Purchaser specifically approves the following clauses: 1) General provisions; 2) Orders and confirmation; 3) Delivery; 4) Transport of goods; 5) Price-payment; 6) Complaints – Disputes -Warranty; 7) Retention of title; 8) Termination of the contract - Express termination clause - Order suspension; 9) Applicable law - Convention court; 10) Treatment of personal data; 11) Final clauses.