

CONNEX ITALIANA S.r.l. – GENERAL CONDITIONS OF SALE

The present General Conditions of Sale shall apply to all Connex Italiana S.r.l. sales. The dispositions of the present General Conditions of Sale are the law of the parties and thus imply the entire adhesion of the customer to the present specified conditions to which it recognizes to have a perfect knowledge and to accept them in case of emission of the order to Connex Italiana S.r.l. These general terms and conditions of sale are updated in May 2019. Connex Italiana S.r.l. reserves, however, the right to modify its sole discretion, its general conditions of sale.

ORDER

All purchase orders sent to Connex Italiana S.r.l. must be complete in all their parts and must contain all the necessary elements for the correct identification of the products ordered, the order sent incomplete will not be handled. The purchase order received will only be accepted when the purchaser will receive confirmation by an order acknowledgment. Any specific quality documents like EASA, or FAI, Test Report, etc must be requested at the request of quotation and must be reported in the order. Connex Italiana S.r.l. will use its reasonable endeavors to deliver products to the purchaser on the date or dates which appear in order acknowledgement or, in default, within a reasonable time thereafter. Connex Italiana S.r.l. shall not be liable for any damage caused by delays in the delivery. The minimum billable amount is 305,00Euro or 305,00Usd.

PRICES

The prices are Ex-Works (Incoterms 2010) our warehouse and/or manufacturer plant, any other special request must be before agreed in writing from both parties. However, it is firmly agreed that in case of a price's variation of raw material of more than 2% compared to the market price, used for the calculation of the price of the products, the price indicated in the orders will vary in the same proportion.

TOLERANCES

All orders may be shipped within tolerance of +/- 10% without leading to a claim report, unless previously agreed in writing.

DELIVERY

The products of Connex Italiana S.r.l. always travel at the risks and the dangers of the customer, whatever the modalities of sale and transport may be. Transport is always Ex-Works (except for special agreement), please include the details of your forwarder in your order. Connex Italiana S.r.l. unless expressly requested and agreed in written for a single delivery, reserves the right to partially evade the orders received, considering goods sold every delivery made. From the moment the goods has left our warehouse and/or manufacturer plant, the goods travel at the risk and danger of the purchaser to whom it is incumbent in the event of loss or lack of any reserves or to exercise any recourse to the transporters responsible. In the event of late payment Connex Italiana S.r.l. reserves the right to block the delivery until the problem has not been solved.

RESERVES

The products always travel at the expense and risk of the purchaser whatever the mode of shipment, in the case that the delivery is under the responsibility of Connex Italiana S.r.l. (delivery term agreed before in written) the customer must check the number and the condition of products at the reception. Any complaint concerning the products sold by Connex Italiana S.r.l. should be formally lodged through email to info@connex-italiana.com or via fax +39 026464195 within 5 (five) days period from the date of reception of products by the customer. After this period the products will be irrevocably considered as corresponding to what had been ordered and no further complaint shall be accepted by Connex Italiana S.r.l.

PAYMENT

The purchaser must respect the payment conditions agreed and reported in the Order Acknowledgment. In case of non-payment Connex Italiana S.r.l. must charge late payment fees from the day following the expiry of the deadline for payment, the interest payable corresponding to the interest rate applied by the European Central Bank to its main refinancing operations plus (7) seven percentage points, in conformity with the Article 4 of the decree N. 231 of 9 October 2002 which implements the EC Directive 35/2000. Connex Italiana S.r.l. reserves the right to claim compensation for any further damages, as well as reimbursement of any costs or expenses incurred for recovering its credit, including legal fees. The products delivered by Connex Italiana S.r.l. remains of its exclusive property until the customer has provided the full payment of the related invoices.

CANCELLATION AND POSTPONEMENT OF ORDER

The purchaser may request the cancellation of the order and Connex Italiana S.r.l. reserves the acceptance of the cancellation. An order accepted by Connex Italiana S.r.l. shall never be cancelled or postponed without express and written agreement. The cancellation request must be received no later than 72 (seventy-two) hours after receipt of the order confirmation. The customer may not cancel the order expressly ordered by Connex Italiana S.r.l. to its supplier if the latter does not accept the cancellation of the order. If the postponement is agreed compensation or not compensation (extra costs as compensation could be exposed) will be due provided the postponement does not exceed 3 months and/or the end of the fiscal year.

RETURN

The return of the goods to Connex Italiana S.r.l. must be requested in written form, with the reasons for the request, references and references of the invoice and/or the DDT and must be authorized by Connex Italiana S.r.l. . The return of the goods can only be made after authorization with the assignment of the return number (RMA). The goods to be returned must be in perfect condition, in the original packaging and shipped in free port to our warehouse. Connex Italiana S.r.l. reserves the right to reject the goods indented WITHOUT AUTHORISATION (RMA number) or not complying with the foregoing.

GUARANTEES

The purchase of material at Connex Italiana S.r.l. implies the complete acceptance of the guarantee conditions and quality standards provided by the manufacturer (warranties max 1 (one) year from the date of delivery), which may be independent from the wishes of the Connex Italiana S.r.l. . The purchaser, therefore, is aware that the goods purchased will be guaranteed by the manufacturer and under the conditions of the same, and accepts, therefore, removed any reserve, all the methods of performance of the manufacturer's warranty. The warranty automatically decays for tampering or lack of maintenance, or for improper use of the product.

EXPORT CONTROL

The sale, resale or other disposition of any technology or products and related documentation are subject to the laws, regulations and orders of the United States on export controls and may be subject to laws and regulations on export control and / or imports from other countries. The purchaser agrees to comply with all such laws, rules and of the orders and acknowledges that it shall not export, directly or indirectly, any product to any country for which such exports or transmission is restricted or prohibited. The purchaser acknowledges that it is responsible for obtaining any export, re-export or import license as may be required.

FORCE MAJEURE

Connex Italiana S.r.l. shall not be liable for any delay in or failure of performance hereunder due to any contingency beyond its reasonable control, including without limitation : acts of God, war, natural disasters, fires, civil commotion; modification of the regulations of customs; sabotage; labor dispute; strike; explosion; fire; accident; power or equipment failure; inability to obtain suitable or sufficient labor, fuel, power, or material; delay of carrier; embargo; or any law, ordinance, rule, or regulation, whether valid or invalid.

INDUSTRIAL PROPERTY

All equipment, models, drawings, specifications, technical documents, assembly instructions, and other information provided by Connex Italiana S.r.l. (from its manufacturers) remain at any time of its ownership. The purchaser is prohibited from reproducing the products of Connex Italiana S.r.l. (or its manufacturers). The set of industrial property rights related to the results deriving from the execution of the order remain the property of Connex Italiana S.r.l. (and its manufacturers) without limitation of duration and without geographical limitation.

LIMITATION OF LIABILITY

The total liability of Connex Italiana S.r.l. on any claim, whether in contract, tort (including negligence of any degree and strict liability) , any loss or profit or revenues, or otherwise arising out of, connected with, or resulting from the manufacture, sale, delivery, resale, repair, replacement or use of any products/services, shall not exceed the price allocable to the products/services or part thereof which gives rise to the claim.

ARBITRATION - APPLICABLE RIGHT

Any and all disputes, controversies or differences which may arise out of or in relation shall be resolved by the Foro di Milano (Italy). The present general conditions of sale shall be enforced under the laws of Italy.

PRIVACY

According To art. 4 & 8 of the European Regulation Nr. 679/2016 and later modifications, we inform that the data provided are kept in compliance with the above mentioned legislation, for the time prescribed by the civil and fiscal norms, both on paper and computer reports and will form the subject of treatment only and exclusively for the performance of what you require in relation to our activity and to fulfill the purposes related to the obligations under the law and the regulations in force. The Art. 15 of the law, which must be fully recalled here, quotes your rights