



GENERAL TERMS AND CONDITIONS OF SALE

ACCEPTANCE OF TERMS

CONTROLLI accepts orders according to the general conditions indicated below. Any conditions or different clauses on the Buyer's order must be considered not affixed.

OBJECT

The supply includes only what is specifically indicated on the Order Confirmation form.

PRICES

The prices of the products are those indicated and shown in the offers and/or price lists prepared by CONTROLLI. These prices do not include the costs of packaging, transport, insurance, costs for obtaining any import licenses, customs duties or anything else, which are the responsibility of the Buyer. Furthermore, the prices of our products are not inclusive of engineering, wiring diagrams and commissioning. The prices shown on the price list are not valid for supplies lower, net, of 260 Euros. The prices indicated in the CONTROLLI offers and/or price lists may be subject to variation to be agreed upon in relation to market trends, costs of raw materials and/or labour. All Prices are in EUR (Euro) currency.

DELIVERY

The agreed delivery terms, to be calculated in working days, must be considered indicative and not binding. They start from the communication of acceptance by the Buyer of these general conditions, provided the order is technically clarified. This is the order that analytically specifies quantity, quality and characteristics. For the commencement of the aforementioned terms, the Buyer must have fulfilled the services required to complete the order. The delivery of products will take place ex works CONTROLLI of Genoa. In case of delay, the Buyer waives any claim for refund and/or compensation for damages.

TRANSFER OF OWNERSHIP AND RISKS

The transfer of ownership in relation to the products bought and sold will take place at the time of their delivery to the carrier. The risks are transferred to the Buyer upon delivery of the product to the carrier. Transportation will be made at the expense of the recipient.

CONTROLLI reserves the right to choose the most suitable means according to its organization.

PAYMENT

Payment must be made exclusively to CONTROLLI in the form specified by the same in the acceptance of the order. Any disputes over the supply do not authorize the Buyer to delay payments beyond the contractual dates. If this occurs, CONTROLLI can immediately suspend the fulfillment of any further obligation to which it would contractually be held, except in any case the compensation for any damages due to the delay. In case of delayed payments, the interests of late payment will be counted, which are more than 3 points higher than the legal rate.

WARRANTY

CONTROLLI equipment is guaranteed for twenty-four months from the date of delivery. This term is not extended for appliances that are not used by the Buyer. Within this period CONTROLLI undertakes to repair or replace for free all those parts that are found to be faulty in order to ensure good functioning, excluding any other liability for direct or indirect damage or accidents caused by the use of the same. The parts or appliances in question must be returned, free of charge, to the CONTROLLI factory in Genoa and will be returned by us to our factory.

The warranty is strictly limited to the CONTROLLI construction equipment and does not affect the overall operation of the system. The workforce for interventions and the cost of transport are not included in the warranty. Every request for warranty application must be motivated and accompanied by supply data. The warranty automatically expires, save any other reason:

- a) when the payment of the invoices has not been made within the agreed deadline;
- b) when the equipment has been tampered with, without CONTROLLI authorization;
- c) when the use of the equipment does not comply with the performance characteristics indicated in the Technical Bulletins, in the Offers and in the Order Confirmation;
- d) when the original plates have in any case been modified, removed or replaced;
- e) when the defect notification is not made within ten days of discovery;
- f) when, in the event of a claim, the Buyer has not suspended the implementation of the disputed material.

DAMAGES

CONTROLLI is responsible for damage caused to persons and/or property, originating from the products sold, only in case of proven gross negligence in the manufacture of the products.

In no case CONTROLLI can be held responsible for indirect or consequential damages, production losses or lost profits.

PACKAGING

CONTROLLI will carry out appropriate packaging to ensure the preservation of the goods according to experience and use, remaining explicitly exempt from any liability for loss or damage. The packaging will be invoiced at cost.

CANCELLATION

Deliveries and/or shipments may be canceled by CONTROLLI, without prejudice to any other action and without prejudice to the right to compensation for damages:

- a) in case of complaints, enforcement and/or precautionary

actions against the Buyer;

b) in case of bankruptcy, other bankruptcy proceedings or criminal proceedings against the Buyer;

c) for non-compliance with any clause of the contract.

COMPLAINTS

Any complaints must be communicated by the Buyer in writing in accordance with the law under penalty of forfeiture. However, the Buyer can never suspend payment of the price.

RECESS

As well as in case of force majeure and in the others provided by law, CONTROLLI will have the right to withdraw in whole or in part from the final sales contract as well as those being defined if there are facts and circumstances that substantially alter the status of the markets, the value of the currency and / or the conditions of the Italian industry. In these cases, and in any case when CONTROLLI withdraws from the contract due to an impediment not dependent on fact or fault of its own, the Buyer will not be entitled to compensation, compensation or reimbursement and must, if required, pay the goods ready or being processed.

APPLICABLE LAW

Relations between the parties are governed by Italian law.

DISPUTES

For any dispute relating to or in any case connected to the reports to which these general conditions apply, the Court of Genoa is exclusively competent.

PRIVACY

Controlli S.p.A. will process the data learned as the Owner, respecting the current legislation on the protection and processing of personal data and, in particular, applying the technical and organizational security measures referred to in art. 32 and following GDPR.

Complete information can be viewed at <https://www.controlli.eu/cms.php?id=informativaclienti>.