

## GENERAL CONDITIONS OF SALE

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1) **PURCHASE ORDER** – All purchase orders received by Gentili Technology Equipment both directly (verbally, by phone, fax, email and internet) and indirectly through its sales agents/distributors must refer to the articles contained in the general catalogue of Gentili Technology Equipment, except for any negotiations for products made upon request and accepted based on the customer's financial credentials.

- 2) **PO PREPARATION** Any order shall be considered as being prepared since confirmation for acceptance of the same by Gentili Technology Equipment. In the event the customer has to cancel the purchase order, he shall immediately inform Gentili Technology Equipment. If a purchase order is cancelled and the material it refers to has already been packed, Gentili Technology Equipment reserves the right to invoice the customer for the costs of execution, packaging and placing the material back in stock.
- 3) **DELIVERY** Any purchase order shall be considered as executed upon collection of the goods by the carrier; since then, the buyer will be responsible for the supply. The delivery terms are not binding, unless it has been specially agreed. Gentili Technology Equipment shall not pay any compensation whatsoever for the direct or indirect damage caused by delayed delivery or supply suspension/interruption. Any breakage, missing parts or damage occurred during transportation shall be notified to the carrier. In the event of the aforesaid, the customer shall write a reserve with pictures to the carrier and send a copy to Gentili Technology Equipment. Any complaint for the goods received that are not conformant to the purchase order shall be notified in writing within 7 days since reception of the same. In any case whatsoever, the buyer shall not return the goods to Gentili Technology Equipment, unless previously authorized by the latter.
- 4) **TRANSPORTATION AND SHIPMENT** The goods travel at the risk and peril of the buyer, even in the event the carrier has been chosen by Gentili Technology Equipment on behalf of the customer.
- 5) WARRANTY Gentili Technology Equipment guarantees its products for 3 years. In the event the goods delivered are proven to be defective, they will be replaced or refunded, provided that the return of the goods has been authorised. The warranty shall become void in case of improper use of the products, such as incorrect installation, tampering with the components, lack of maintenance and any other form of neglect by the fitter or the user. Gentili Technology Equipment shall not be held responsible for any damage caused by the improper use of its products.
- 6) **PAYMENT** The preferred term of payment is by advanced bank transfer before the goods are shipped. Any payment in cash shall be paid at the domicile of Gentili Technology Equipment in Bagnarola di Cesenatico, via Balitrona 12, or cash on delivery upon reception of the goods, according to the terms agreed, with no deductions or rounding off. In case of special conditions agreed in the contract, payment by cash order, bank transfer or cheque is accepted. Any delay in payment will automatically cause the suspension of the deliveries and any other service or provision underway; furthermore default interests will be charged in compliance with the regulation in force (art. 1219 1224 of the Italian Civil Code and Legislative Decree 231/02).
- 7) The prices indicated in the accounting documents of Gentili Technology Equipment are expressed in Euro (€).
- 8) Any dispute will be submitted exclusively to the Court of Forlì-Cesena (FC).