

GENERAL CONDITIONS OF SALE

1. GENERAL CONDITIONS

The general terms and conditions hereafter apply to all goods and services provided by NORDELETRONICA, as manufacturer.

If a customer has a different set of terms and conditions from ours, and they have not been explicitly acknowledged, then they are to be considered non-bidding for NORDELETRONICA, even if not explicitly rejected.

1.1 The acquisition and interpretation of the terms and conditions of sale shall be based exclusively on the Italian law, as shall the conclusion and interpretation of the legal transactions with the customer be. The application of the United Nations law on sale of goods (CISG) is expressly rejected.

1.2 The invalidity of single dispositions or elements of the hereof terms and conditions of sale does not undermine the validity of the remaining dispositions.

1.3 The place of fulfilment for the obligations directly or indirectly deriving from the contract, including the payment obligations shall be referred to our registered office.

1.4 The only competent court of jurisdiction shall be the one where our registered office is located.

2. QUOTATIONS, SCOPE OF PERFORMANCE AND STIPULATION OF THE CONTRACT

2.1 The quotations related to a specific contract are subject to possible modifications without previous notice, they do not represent contract proposals and therefore they are not bidding for NORDELETRONICA. The orders are to be considered binding for us only when confirmed. Any other type of different oral agreement shall be considered valid only if followed by written confirmation.

2.2 Our order confirmation has the only scope of defining the type of the services deriving from the contract.

2.3 When nothing we receive back within 5 days from the issue, we will consider the Order Confirmation accepted on all its contents.

2.4 We reserve the right to modify the project, the choice of materials, the characteristics and the construction method, even after having sent the order confirmation to the customer, provided that said modifications do not contradict the order confirmation itself or customer specifications.

2.5 The documents on which the quotation or the order confirmation is based, such as technical designs, electric schemes, dimensions and declarations, are generally non-bidding if not otherwise declared in written form.

2.6 Partial deliveries are allowed.

2.7 The obligation of delivery for NORDELETRONICA is suspended from the moment the customer fails to comply with the obligations taken.

2.8 In case of orders for subcontracted work, the customer is obliged to provide us with all the technical documentation and materials required to guarantee the supply in due time and at their own expense. The materials have to be in perfect conditions and have to respect the specific values indicated. The customer takes responsibility for the warranty conditions and the quality of the materials provided in subcontracted work. The customer shall also cover for the costs and possible additional losses incurred by NORDELETRONICA due to materials that do not have the guaranteed technical and quality characteristics.

3. PRICES, TERMS AND CONDITIONS OF PAYMENT

3.1. The applied prices are to be considered VAT excluded and do not include taxes, duties, expenditures or commissions.

3.2 The applied prices, if not otherwise specified in written form in the order or in the order confirmation, are to be considered ex works, other shipping and transportation costs excluded. If delivery is agreed upon including transportation, the prices we indicated for transportation are based on the expenses and other applicable variables at the moment of quotation.

3.3 If more than 6 months pass from contract signature to delivery of the ordered goods, without any responsibility for NORDELETRONICA for the delay in delivery, the price of the goods could increase on a case to case basis, considering the costs of the raw materials, the salaries and other possible ancillary costs incurred by NORDELETRONICA in said time frame. If the acquisition price increases of over 20%, the customer has the right to withdraw from the contract.

3.4 If we shall receive requests of modification of the products from the customer, the ancillary costs incurred due to said modifications shall be charged and invoiced to the customer.

3.5 Our invoices shall be paid in full based on the payment conditions in the contract agreed upon between the parties and indicated in the invoice.

3.6 If the customer does not respect the agreed upon payment date, NORDELETRONICA reserves the right to demand interest expenses equal to 5% higher than the bank rate at the time.

3.7 If the buyer is late with payment and alleged justified doubts about their ability to pay the sum of our property in credit become evident, NORDELETRONICA – notwithstanding any of our other rights - is authorized to demand payment in advance for additional new deliveries with the purpose of rendering all our credits deriving from the commercial relationship immediately payable.

4. SHIPPING

4.1 The loading of the ordered products and their shipping are carried out without warranty and at the risk of the recipient except for different contract dispositions (for instance NORDELETRONICA ex work stock goods). Any additional costs deriving from special conditions which have not been previously agreed upon will be charged to the buyer – even is the terms of delivery agreed upon include transportation. Any pallets used in the packing phase will be charged to your invoice.

5. TERMS OF DELIVERY

5.1 The definition of the terms of delivery shall be considered non-binding for NORDELETRONICA. In any case the production shall be carried out to the best of our knowledge and skills and can be protracted on a case by case basis, especially in case the buyer does not provide the necessary and agreed upon assistance. The same applies for measures taken in response to their disputes, especially in the case of unforeseeable events should verify: strikes and lockouts, delays in the delivery of pieces and parts from our suppliers, contingencies arising from transportation issues and from operational interruptions, lack of raw materials, power outages, fires, floods, severe weather conditions, etc.

5.2 Modifications to the ordered products requested by the customer consequently generate a reasonable postponement of the delivery date agreed upon.

6. PASSING OF RISK

6.1 The risk of accidentally losing or deteriorating the ordered goods passes to the customer upon their consentment to the customer (the signature on the delivery note stands for acceptance of the goods).

7. TRANSFER OF THE PROPERTY

7.1 We reserve the right to maintain the property of the goods until their payment in full. The right to maintain the property of the goods also applies to all existing credits between us and the customer, including those regarding the goods subject to complaint, until the resolution of disputes and the payment in full.

7.2 The customer is not authorized to sell or in any way dispose of the goods covered by an unpaid sales invoice, including transferring them to third parties as warranty. Also, the customer is not authorized to sell said goods in the context of a commercial transaction of their own. Any executive procedure carried out by third parties with regard to said goods shall be immediately notified to NORDELETRONICA.

7.3 In compliance with property rights as above mentioned, in favor of NORDELETRONICA, the customer shall refrain from engaging in acts or behaviors that could prevent NORDELETRONICA from effectively exercising property rights.

7.4 In case of the customer's breach of said obligation as for the hereby clause, NORDELETRONICA has the right to revoke with immediate effect all orders regarding goods that have not already been produced.

8. WARRANTY AND COMPLAINTS IN THE WARRANTY

8.1 The statute of limitation for warranty rights is of 12 months from the consignment of the goods.

8.2 NORDELETRONICA guarantees the quality conformity of the products, assuring the lack of faults and defects as well as the correspondence, also functional, to what is agreed in the Technical Specifications and to the legal prescriptions, to the law and in particular those applying to Products on Electric or Electronic Devices, to the e-waste, RoHS and product Directives (low voltage, electromagnetic compatibility, CE marking etc.). The warranty on quality conformity of the products lapses from the moment of their use by the customer in a different manner from what is defined by the technical specifications of use, agreed upon with the offer and by all legal requirements and mandatory regulations.

8.3 In concurrence with a commercial transaction between the two parties in the framework of the contract, the customer shall inspect the goods immediately upon delivery, assenting it is useful and functional to the good performance of the transaction. In case a defect is found in the products supplied, the customer shall notify NORDELETRONICA within 30 days from their consignment. In absence of said notification, the goods shall be considered accepted, unless it is a defect that could not have been identified during the initial inspection.

8.4 In case the products have a defect NORDELETRONICA is responsible for, and the customer has given written notification in good time, NORDELETRONICA undertakes to remedy the situation (and the customer does not have the right to withdraw from the contract or to reduce the purchase price) unless NORDELETRONICA expressly denies the remedy for the defect based on the rule of law. In any case the customer shall allow a reasonable time frame to remedy for every defect. The rejected goods can also be replaced with a new supply. The purchase price cannot be reduced, nor can the customer withdraw from the contract during an ongoing remedial operation carried out by NORDELETRONICA.

9. PRIVACY

9.1 In accordance with the European Privacy Regulation UE/2016/679 (GDPR), we inform you that your data is entered in both electronic and paper databases and processed by the persons in charge, exclusively for administrative and accounting purposes. Your personal information may be communicated to third parties to give effect to existing relationships or legal obligations but will not be disclosed. We also inform you that at any time data access may be requested and it will be possible to object to certain uses, by contacting the undersigned Data Controller.

I accept the general conditions of sale in the order confirmation

Signature for acceptance _____

According to and for the purposes of art. 1341 and 1342 of the Italian Civil Code, I also declare to accept all the terms and conditions contained therein and to have considered what was established and agreed with said clauses in particular.

Signature for acceptance _____