



## **GENERAL TERMS AND CONDITIONS OF SALE**

rev. May, 3rd, 2020

### **Offers**

The dimensions and weights given in our technical documentation are approximate and may be changed by us at any time. The drawings and documentation attached to our offers are intended for the exclusive use of the Purchaser, with explicit prohibition to make them accessible, even partially, to third parties without our written permission.

### **Delivery of the goods**

The goods, according to Civil Code art. 1510, paragraph 2, are considered delivered to the Purchaser upon remittance to the carrier or freight forwarder, and travel at the exclusive risk of the Purchaser, who is obliged to accept the goods. Should this not happen, all damages, inherent and consequent expenses shall be charged to the latter. Any defects, shortages or any other dispute regarding goods delivered shall be documented, under penalty of forfeiture, within eight days of receipt of the goods. In case of non-delivery or delay due to fortuitous events or force majeure, the Purchaser will not be entitled to any compensation. The indicated delivery time is not exhaustive in any case.

### **Terms of supply**

The supply shall be carried out according to the conditions expressed in the order confirmation, which are considered fully acknowledged and accepted by the Purchaser at the time of upon its receipt, and according to these general terms and conditions of sale, where not derogated from by the order confirmation which shall prevail in the event of conflicting provisions. These conditions are in any case considered to be acknowledged at the time of registration of the sales invoice.

### **Payment**

The invoice must be paid within the agreed terms. Delayed invoice payment shall result in the commencement of default interest at the rate of two percentage points above the bank prime rate. Delay in payment entitles us to suspend any ongoing supplies to the Purchaser.

### **Retention of title**

Transfer of ownership of the goods supplied by us is subject to the full settlement of all receivables arising from the business relationship with the Purchaser. Until our receivables have been satisfied in full, the Purchaser may not dispose of, resell or pledge the goods without our prior written consent. In order to sustain a better legal protection of the retention of title in our favour, the Purchase surrogates us towards third party sub-buyers. Should the Purchaser fail to pay within the agreed term, even only part of the price, this will entail the forfeiture of the benefit of the term pursuant to Civil Code art. 1186, with the obligation to immediately satisfy all payables to our company, including those in relation to other transactions as well as the present sale. In such cases - failure to pay the price and violation of the duties inherent to the retention of title - the contract shall be considered terminated pursuant to Civil Code art. 1456.



## **Purchaser withdrawal**

In the event of the Purchaser's withdrawal from the sales contract prior to delivery of the goods, we reserve the right to charge all costs incurred by us in studies, drawings, preparation of materials, etc. until the time of our receipt of written notice of such withdrawal.

## **Shipping**

Shipping costs, unless otherwise agreed, shall be borne by the Purchaser.

## **Tolerances**

Dimensions in width, length and thickness are subject to Habasit Italiana's standard tolerances, unless otherwise agreed.

## **Return of goods**

Return of goods in each and every case requires our prior written agreement, and we reserve the right to charge the Purchaser for the costs of return, testing, and all costs we may incur in refurbishment of any products returned to us. Special products manufactured by us at the request of the Purchaser or products purchased by us from third parties at the request of the Purchaser are excluded from the Purchaser's possibility of returning goods in all cases.

## **Warranty and Liability Limitation**

Provided the Purchaser's right of warranty according to Civil Code art. 1495 has not lapsed, we undertake to replace or repair the defective materials free of charge in our Cordignano facility. The materials shall be always be returned to us carriage paid to our facility in Cordignano. The warranty excludes normal wear and tear, incorrect installation and improper use of the products. However, Habasit shall in no event be liable for indirect and/or consequential damages. More precisely, to the maximum extent permitted by law, in no event neither Habasit, nor its affiliates, their directors, employees, agents or designees (all collectively referred to as "Habasit") shall be liable for any damages whatsoever (whether special, incidental, indirect, punitive, exemplary or consequential) and/or loss of revenue or profits, business interruption, loss of information or data, or any economic loss whatsoever that may result from Habasit's supply of products. Any liability arising out of the use or non-use of the products for any reason whatsoever and irrespective of the nature of the liability, whether in contract, tort (including negligence) or otherwise, shall also be excluded, even if Habasit has been informed in advance of the possibility of such damages. In no event, however, Habasit's maximum aggregate liability under this clause, whether in contract, tort (including negligence) or otherwise, shall exceed the amount paid for the concerned products.

## **Declaration pursuant to Legislative Decree 231/2001**

The Purchaser acknowledges that the Seller has adopted an Organization, Management and Control Model, in application of Legislative Decree 231/2001 and subsequent amendments and additions (hereinafter the "Organizational Model"). The Purchaser also confirms that he/she is fully aware of such Organizational Model and the Code of Ethics applied by the Seller (both of

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which can be consulted on the website [www.habasit.it](http://www.habasit.it)) and undertakes to comply with the prescriptions contained therein, accepting that any failure to comply with said prescriptions shall entitle the Seller to terminate the sales contract, without prejudice to any other appropriate action.

### **Jurisdiction**

The order is considered completed at our administrative headquarters in Cordignano.

With regard to any dispute between the parties, the Purchaser acknowledges, for all purposes of law, the exclusive jurisdiction of the Court of Milan, with the exclusion of any other competent Court.

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Società a socio unico - Società soggetta a direzione e coordinamento di Habasit International AG

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