



stampi e stampaggio metalli a freddo  
particolari tecnici per motori elettrici

di DE GIORGI F.LLI s.r.l.

Member of CISQ Federation



## **GENERAL CONDITIONS OF SALE**

### **1. SCOPE**

These conditions of sale apply to all sales of Products made by AFA DI DE GIORGI F.LLI SRL. In the event of a conflict between the conditions and terms referred to in these conditions of sale and the conditions and terms agreed in the individual sales contracts concluded between AFA DI DE GIORGI F.LLI SRL and its customers, the latter will prevail. AFA DI DE GIORGI F.LLI SRL will not be bound by the Customer's general purchase conditions (hereinafter GCA) even in the event that they are referred to in the orders or in any other documentation coming from the Customer, without the estimate. written consent of AFA DI DE GIORGI F.LLI SRL. AFA DI DE GIORGI F.LLI SRL reserves the right to add, modify or delete any provision of these Conditions of sale, it being understood that such additions, changes or cancellations will apply to all orders placed by the Customer starting from the day following the notification to the same of the new Conditions of sale.

### **2. ORDERS**

All orders are intended as reservations and, without the order confirmation, do not commit AFA DI DE GIORGI F.LLI SRL to delivery, even partial, of the order.

### **3. PRICES**

Unless otherwise agreed, only the prices indicated in the order confirmations of AFA DI DE GIORGI F.LLI SRL are considered valid. All prices are VAT excluded. The prices are intended for goods delivered ex works (Villanuova sul Clisi) Incoterms 2020, with packaging charged to the customer.

### **4. DELIVERIES**

The delivery terms indicated by AFA DI DE GIORGI F.LLI SRL are only indicative and do not entitle the Customer to cancel the order or claim damages of any kind for delays deriving from manufacturing accidents or force majeure. AFA DI DE GIORGI F.LLI SRL is not required to pay compensation of any kind for any direct damage due to delivery delays.

### **5. TRANSPORT**

The goods, even if for special agreements, sold carriage paid, always travel at the total risk and peril of the customer.

### **6. PAYMENTS**

The payment terms specified on the invoice are mandatory. Differing conditions are not accepted unless previously and expressly agreed. Payments are due within the agreed terms even in cases of delay in the arrival of the goods, of breakdowns, partial or total losses occurring during transport, as well as in the event that the goods to be collected at AFA DI DE GIORGI F.LLI SRL they are not collected by the customer. In case of non-payment, after 10 days from the presentation of the invoice or from the established deadline, the interest at the rate established by Legislative Decree 231/2002 will start without notice. "

### **7. SUSPENSION OF ORDERS**

If the customer has found difficulty in making payments, AFA DI DE GIORGI F.LLI SRL has the right to suspend or delay further deliveries beyond the agreed terms.

### **8. RETURNS**

Returned goods are not accepted without the prior authorization of AFA DI DE GIORGI F.LLI SRL and in any case only DAP (Villanuova sul Clisi) Incoterms 2020.

### **9. COMPLAINTS AND DISPUTES**

Any complaints regarding the quantity and quality of the goods supplied must be made known to AFA DI DE GIORGI F.LLI SRL within 8 days of receipt of the goods by the customer.

### **10. APPLICABLE LAW AND JURISDICTION**

The conditions of sale and each individual sales contract will be regulated and interpreted in accordance with Italian law, unless otherwise agreed in writing between AFA DI DE GIORGI F.LLI SRL and the Customer. All disputes arising from or connected to these conditions of sale and / or to each individual sales contract will be subject to the exclusive jurisdiction of the court of Brescia. Except as agreed in the previous paragraph, AFA DI DE GIORGI F.LLI SRL reserves the right, when promoter of a legal action as an actor, to promote such action in the Customer's place of residence, in Italy or abroad.

Villanuova sul Clisi, 01/09/2022

AFA di De Giorgi F.Lli Srl

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