



GENERAL TERMS AND CONDITIONS OF SALE

Unless otherwise agreed in writing, all goods are supplied by Molveno Oem Service S.r.l. under the following terms and conditions of sale, which are expressly acknowledged and accepted by the purchaser with the placement of an order. Any differing terms included by the purchaser in the order shall have no effect unless expressly accepted in writing by Molveno Oem Service S.r.l.

PRICES:

Unless otherwise agreed, the prices indicated are net of discounts and are ex-works. All prices are exclusive of VAT. The company reserves the right to modify prices at any time upon notice to the purchaser.

CATALOGUE:

All descriptions, features, and illustrations contained in the catalog and any other advertising/commercial material are indicative of the type and range of products offered by the company. The characteristics described in the catalogs and on the website are subject to periodic updates and modifications without any obligation of notification or prior warning.

None of the information contained in the catalogs and on the website is binding for the company and will not constitute part of the contract between Molveno Oem Service S.r.l. and the purchaser.

ORDER ACCEPTANCE:

All orders must contain sufficient written information to allow the company to supply the requested goods, particularly the Molveno Oem Service S.r.l. article code. An order becomes binding under these terms only when it is accepted in writing by Molveno Oem Service S.r.l. via an order confirmation sent by email or fax.

Orders with scheduled deliveries will be accepted up to 12 months from the order date. Order cancellations will only be accepted if communicated in writing within 2 days of the order confirmation. No cancellation will be accepted for orders processed based on the purchaser's specific requirements or for orders already shipped. Order cancellations are not accepted unless agreed upon, and in any case, the Supplier may require compensation for any incurred charges due to the cancellation.

PAYMENT TERMS:

For first-time supplies, advance payment is required. The purchaser must make payment within the terms and using the methods specified in the order and the corresponding confirmation. Timely payment is an essential condition and constitutes a suspensive condition for further deliveries. In case of delayed payments or non-payments, all goods under existing orders will be immediately suspended until full settlement.

If the purchaser repeatedly fails to meet their obligations, the company may revoke or cancel previously agreed payment terms and credit facilities without prior notice.

No claims by the purchaser shall justify refusal to pay within the agreed terms. The company

reserves the right to charge interest and indemnities on amounts overdue for more than 30 days at the rates established by current legislation. All legal costs incurred to recover unpaid debts will be borne by the purchaser as damages.

ORDER VALUE:

Each order must have a minimum value of €200.00, excluding VAT and shipping costs.

DELIVERY TERMS AND SHIPPING:

Goods are always delivered ex-warehouse San Lazzaro di Savena: all goods travel at the sole risk of the purchaser, even when delivered carriage paid. All shipments, unless otherwise expressly agreed upon, will be carried out using the means and couriers deemed most appropriate by Molveno Oem Service S.r.l.

Unless otherwise agreed in writing, the delivery terms indicated in the order confirmation refer to goods leaving the Molveno Oem Service S.r.l. facility. VAT, insurance costs, and transport costs are the purchaser's responsibility. Delivery times indicated in the order confirmations are binding, except in cases of strikes, material shortages, mold breakages, or other disruptions related to economic activity.

Any delays in delivery do not entitle the purchaser to compensation for direct or indirect damages or to claim any charges unless expressly agreed otherwise in writing.

Upon receipt of the goods, the purchaser must immediately verify that the delivered products correspond in weight, quantity, and type to those described in the delivery note. Any discrepancies must be reported in writing to Molveno Oem Service S.r.l. within 8 days of receipt of the goods. Molveno Oem Service S.r.l. assumes no liability for transportation delays, damage, or loss of goods.

INVOICING:

Invoicing will be carried out according to legal requirements and based on the indications contained in the order confirmation. The purchaser is responsible for any penalties or fines resulting from incorrect or incomplete indications.

CLAIMS:

The purchaser must submit any objections and/or complaints regarding the supply to our commercial office in writing within 2 (two) weeks of receiving the goods. No return of material will be accepted without prior written authorization.

Unless otherwise specified, technical data represents the limits within which the purchaser may use the product, particularly regarding its safety. Dimensions and other physical characteristics of the products are subject to normal commercial tolerances. The purchaser is solely responsible for verifying the suitability of the product for its intended use. Molveno Oem Service S.r.l. recommends verifying the dimensions and other data before using the products for critical applications.

PENALTY CLAUSES:

No penalty clauses related to customer orders or contracts will be accepted unless Molveno Oem Service S.r.l. undertakes a specific written commitment covering each order or contract in question.

LIABILITY, WARRANTY, AND NON-CONFORMITY:

No responsibility will be assumed for goods incorrectly ordered by the purchaser. Any claims regarding non-conformity between the ordered and delivered goods must be made at the time of delivery and noted on the delivery note. The warranty for defects or lack of promised quality will last for 12 months from delivery.

Molveno Oem Service S.r.l. reserves the right to evaluate the nature of the defect. If the defect results from improper use, repairs, negligence, or incorrect maintenance, Molveno Oem Service S.r.l. shall have no obligation or liability. Late payments by the purchaser suspend all warranties.

JURISDICTION:

For any disputes arising from or related to supplies and/or contracts, the Italian Judicial Authority shall have jurisdiction, with the Court of Bologna being the exclusive competent venue.

DATA PROCESSING:

In compliance with Article 13 of Legislative Decree no. 196 of June 30, 2003, Molveno Oem Service S.r.l. informs that the purchaser's personal data is collected and processed, including via electronic means, solely for purposes related to the execution of the supply contract or legal obligations. The data controller is Molveno Oem Service S.r.l.

The purchaser may exercise their rights under Article 7 of Legislative Decree no. 196 of June 30, 2003.

Effective Date: January 2018.

All information and data shown on the product pages of the “www.molvenoservice.it” website are indicative and subject to change without notice.

MOLVENO OEM SERVICE SRL A SOCIO UNICO

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