

## SALES GENERAL CONDITIONS

### 1) ACCEPTANCE

The conditions established in this proposal are accepted by the purchaser, unless the expressed disagreement of the purchaser, which must be communicated to the supplier in writing form within eight days of proposal receipt.

### 2) COMPLAINTS

After eight days the buyer loses the right to complain about any faults or quality defects of the delivered goods or services arranged.

Complaints must be showed in writing form and they must indicate all data necessary to do a proper control by the supplier, otherwise the complaints are not considered valid.

### 3) RESPONSIBILITY

In case of products supplied by the customer, the verification by the supplier does not relieve the customer of the responsibility of supplying acceptable products. The processed products will travel at total risk and danger of the customer.

### 4) TERMS OF DELIVERY

Deliveries, except in cases of force majeure, will be carried out within the terms established by the purchase order. In case of delay, due to the purchaser, the supplier has the right to invoice the amount corresponding to the value of the materials already delivered to the purchaser.

### 5) PAYMENTS

Payments must be arranged within the terms and conditions indicated in this document.

In case of non-payment, even partial, the supplier reserves the right to suspend next deliveries.

With reference to Legislative Decree **231/2002**, in case of delay of the payment, if there isn't a formal written complaint, the accrual of default interest will be "automatic" from the day following the payment deadline. The interest rate applied will be the one decided by the European Central Bank plus **7** percentage points. The creditor is also entitled to compensation for the costs incurred for the recovery of the amount not promptly paid.

### 6) COMPETENT JUDICIAL AUTHORITY

All possible disputes will be submitted to the arbitration clause suggested by the Grosseto Chamber of Commerce.

### 7) WARRANTY.

The warranty is applied for the activities performed and for the replaced materials, if they are used in the manner provided by the manufacturer.

The warranty covers only the materials, included in the 12 months warranty. The costs of the technician, travel and travel expenses are not included in the warranty and will be invoiced to the applicant.

The guarantee begins with the delivery of the materials/system.

#### DISCLOSURE ART. 13 Regulation EU 2016/679

We process your data for administrative, accounting and tax purposes. We protect them by respecting the Privacy and upon request we send complete information pursuant to art. 13 of the 2016/679 EU Regulation.

Your personal data are contained in our paper and computerized archive and these will be used and processed directly or through external parties for administrative-management purposes.

We also remind you that under the aforementioned Regulation you have the right at any time to know, cancel, correct, update, limit, integrate and oppose the processing of your personal data.

The data controller is opus automazione S.p.A. a socio unico, Via dell'Argento,12 Gavorrano (GR) - C.F. and VAT number: 01133740538, Tel .: 0566 58619 - e-mail: [info@opus-automazione.it](mailto:info@opus-automazione.it)