

GENERAL CONDITIONS OF SALE

1. Subject of the Supply

These General Conditions of Sale regulate all supply and sale activities by "Valmar Srl" (Seller) of equipment and services, except for what has been expressly agreed upon in writing by the Seller with each customer/purchaser (The Purchaser).

The supply includes exclusively what is indicated in the order confirmation or in the Seller's offer. By issuing the order or order confirmation or accepting the offer, in accordance with the provisions of point 2 below, the customer fully accepts these general conditions of sale.

2. Orders and contract conclusion.

As a general rule, each sale contract is concluded with the issue of the Order Confirmation by the Seller. While in the case of an offer formulated by the Seller, the contract is concluded with the sending of an acceptance/order confirmation by the Purchaser that does not contain any variation with respect to the offer, otherwise, an Order Confirmation by the Seller shall be required.

3. Design and delivery times

In the event of design to customer specifications, the expected delivery of the ordered equipment will be notified upon approval of the final design by the customer. If changes are made during the design phase that entail cost variations for components, complexity or different performance or characteristics compared to the purchase specifications, an additional offer will be made to the Customer that provides for the implementation of the changes before production begins. The offer made in this way shall be accepted by the Purchaser.

4. Delivery and shipping

4.1 Unless otherwise agreed, the delivery of the goods shall be Ex Works, even when it is agreed that the shipment or part of it shall be carried out by the Seller. In any case, whatever the terms of delivery agreed by the parties, the risks shall pass to the Purchaser with the delivery to the first carrier.

The terms indicated for delivery are merely indicative. The Seller shall not be held responsible for delays in delivery if they are due to force majeure or causes beyond the control of the Seller or its suppliers, such as, by way of example only, difficulties in procuring materials, equipment or energy, delays by suppliers, transport difficulties, natural disasters, labour unrest, measures taken by the Public Administration. In any case, in which the delay is due to one of these reasons, compensation for damages of any kind is excluded.

4.2 Any complaints relating to the state of the packaging, quantity, number or external characteristics of the Products (apparent defects) must be notified in writing to the Seller within 7 days from the date of receipt of the Products.

4.3 Complaints relating to defects that cannot be detected by a diligent inspection upon receipt (hidden defects) must be notified in writing within 5 days from the date of discovery of the defect and in any case not later than 12 months from the date of shipment, under penalty of forfeiture.

5. Warranty

Via G. Natta 30/32 29010 Pontenure (PC)
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Codice destinatario W7YVJK9



5.1 The warranty is provided for a period of up to 12 months from delivery of the machine or up to 2000 hours of operation, whichever comes first, and in any case for no longer than 18 months from the date of delivery.

Products replaced under warranty will be subject to the same warranty for a period of 12 months from the date of replacement.

Valmar does not guarantee the conformity of the Products to particular specifications or technical characteristics or their suitability for particular uses unless such characteristics have been expressly agreed in the order or in the supply specifications.

5.2 FORKS WARRANTY: Valmar does not provide warranty on the torsion of the fork plate; Valmar does not provide warranty on the misalignment of the forks for tolerances equal to or greater than 2mm per linear meter of the fork plate.

5.3 The warranty on parts typically subject to wear is excluded. Warranty is also excluded on parts potentially subject to oxidation or corrosion if not properly used or maintained (copper or metal alloy contact wires, internal or external parts of electrical machines, electrical, electronic or mechanical equipment).

5.4 If the Product should present defects, deficiencies or lack of quality, the Customer - in order to be able to exercise the guarantee - undertakes (i) not to remove the Product from the place where the defect, deficiency or lack of quality occurred; (ii) to protect it from any bad weather or events that may alter, damage, wear or tear it, in any way and to any extent, until it has been inspected by a person appointed by the Supplier or by a technician appointed, even on an urgent basis, by a judge.

6 Replacement and repair under warranty

6.1 Except in the case of wilful misconduct or gross negligence, in case of defects, lack of quality or lack of conformity of the Products, Valmar will only repair them or supply identical Products to replace the defective ones. It is understood that the above-mentioned warranty (consisting in the obligation to replace the Products) is absorbent and substitutive of the warranties or liability provided for by law, and excludes any other liability of the Seller (both contractual and non-contractual) however arising from the Products supplied (e.g. compensation for damages, loss of earnings, recall campaigns, etc.).

6.2 In case of replacement of Valmar's equipment or components in substitution of others judged defective, the equipment judged defective must be returned to Valmar within 15 days by and at the expense of the Customer: otherwise all replacement parts will be charged at the list price in force at the time of their shipment.

If our assessment justifies the application of the warranty, the product will be repaired or replaced at our expense - otherwise, the repair may be carried out against payment and the customer will be notified of the cost estimate.

6.3 Improper use, incorrect installation, repairs carried out by third parties not previously authorised by Valmar will void the right to the application of the warranty.

Lack of maintenance or incorrect maintenance, voluntary or involuntary tampering, neglect, inability or improper use of the machinery by the end-user will result in the forfeiture of the warranty.

6.4 The equipment manufactured by third parties, delivered on account to Valmar and included in the supply together with the material sold by Valmar are not subject to the warranty provided by Valmar but are subject to the warranty clauses established by the relevant manufacturers.

7. Repair and request for intervention

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7.1 The repair of Valmar's products will always be carried out at our premises unless specifically agreed upon by the parties - if the Customer wishes that the repair be carried out by our personnel at his own premises, and when Valmar deems it technically possible, the Customer must bear the travel, board and lodging expenses of our personnel. The costs of labour, disassembly, reassembly, transport in case of external intervention by our staff and the return of the repaired or replaced products are borne by the customer even in the case of a recognized warranty.

In this case, the request for intervention must be forwarded in accordance with Article 2, indicating in detail the fault complained of - no telephone request for intervention will be accepted by Valmar.

7.2 For operational reasons, requests for intervention will only be accepted during office hours, from Monday to Friday. If a request is forwarded during a holiday, it will be considered received by Valmar during the first hour of the first working day after it was sent.

8. PRICES AND TERMS OF PAYMENT

8.1 Unless otherwise agreed upon in writing, the prices are intended ex Seller's premises, with the exclusion of taxes, duties, packaging, transport and additional services requested by the Purchaser.

8.2 Payments shall be made in advance in accordance with the indications given in the order confirmation or in the Offer.

8.3 It is understood that any claims or disputes do not entitle the Customer to suspend or in any case delay the payments of the disputed Products, nor of other supplies.

8.4 Failure to pay for supplies, when they correspond to an order already accepted, may result in the blocking of the design and production of supplies in progress, all until the administrative position is regularized.

8.5 In the event of late payment, the Seller acquires the full right automatically and without any notice of default to charge interest on arrears to the extent provided for by law (Article 5 of Legislative Decree No. 231 of 0-10-2002).

9. LIABILITY

9.1 The Seller is exonerated from any responsibility and obligation for any accident to people or things that may occur for or during the use of the supplied components and for causes independent from the Seller. The Purchaser's right to any compensation for damages is excluded.

9.2 Subject to the limitations and prohibitions of mandatory statutory provisions, the Purchaser shall indemnify and hold the Seller harmless from and against any and all direct and/or indirect, potential and/or actual costs, expenses, burdens, losses, damages, liabilities, negative consequences or other liabilities of any kind or nature whatsoever, including without limitation reasonable professional fees, suffered or incurred by Seller as a result of actions, claims or demands of third parties (including Customer's employees) in connection with or in any way resulting from use of the Products not in accordance with (i) the purposes and conditions of use of the Products; (ii) the technical characteristics of the Products (iii) the safety regulations (which require, among other things, not to use the Products at the first appearance of defects without the intervention of a technician or of the Supplier); (iv) the provisions of the law on the protection of intellectual property; (iv) the provisions of the law, regulations, relevant technical standards, good practices and guidelines, UNI and ISO standards or those dictated by bodies responsible for issuing instructions and specifications relating to the Products (e.g. INAIL ex ISPESL); (v) the indications, instructions, directives, orders or limits and prohibitions received by the Supplier.

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10. Force Majeure

10.1 Either Party may suspend performance of its contractual obligations when such performance is rendered impossible or unreasonably onerous by an unforeseeable impediment beyond its control, such as strike, boycott, lockout, fire, war (whether declared or not), civil war, riot and revolution, requisition, embargo, continuous power failure.

10.2 The Party intending to avail itself of this clause shall immediately notify the other Party in writing of both the occurrence and termination of such circumstances of force majeure.

11. Applicable Law and Jurisdiction

11.1 The sale of the goods covered by each order is subject to Italian law. The Court of Piacenza shall have exclusive jurisdiction over any dispute arising out of or in connection with this contract.

12. Processing of Personal Data

12.1 The Seller and the Purchaser acknowledge that pursuant to EU Regulation No. 679/2016 and the current legislation on the processing and free movement of personal data, the obligations of information and other charges provided therein apply only to natural persons. Consequently, if the Purchaser is a natural person, the Seller shall provide him/her separately with the information pursuant to Article 13 of EU Regulation No. 679/2016 and fulfil the obligations provided for by law.

For express acceptance

_____ Date _____

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