

GENERAL SALES AND WARRANTY CONDITIONS

1. Introduction

1.1 These general sales and warranty conditions (SGWG) govern the methods, times and conditions of sale and warranty of the products supplied /marketed by **OLEOMECCANICA LOSI s.r.l.**, in the person of the Legal Representative **Mr. Mario Luca Bonvicini**, with registered office in Cremona 26100 (CR), street Sesto, 60 /C , VAT number no. 00290080191, and any company, both Italian and foreign, hereinafter referred to as "purchaser" who purchases **OLEOMECCANICA LOSI s.r.l.** products.

1.2 These conditions cancel and replace any previous agreement, including verbal, exchanged between **OLEOMECCANICA LOSI s.r.l.** and the purchaser on the same object and prevail over the conditions of purchase of the purchaser, and/or any further agreement, entered into with any title between the parties.

1.3 The acceptance of the order confirmation implies the implicit acceptance of the present conditions which will be attached to it.

2. Information according to articles 13-14 of GDPR 2016/679 (General Data Protection Regulation)

According to the articles n. 13 and n.14 of the GDPR 2016/679 (General Data Protection Regulation), **OLEOMECCANICA LOSI s.r.l.**, with registered office in Cremona 26100 (CR), street Sesto 60 / C, the data controller informs that: the data collected will also be processed electronically, directly and/or through delegated third parties for the purposes related to these conditions and that the data are in any case necessary for the fulfillment of the task received by the person concerned and without them, it will be impossible, to carry out any activity in favor of the applicant. Access to data, is permitted to individuals operating at the offices of **OLEOMECCANICA LOSI s.r.l.** specifically charged for the purposes indicated.

3. Prices and payment terms

3.1 The price due by the purchaser for the products supplied, will be the one indicated in the order confirmation.

3.2 The payment terms are those indicated in the order confirmation and will always be considered, as essential.

3.3 In the event that, the purchaser, defaults with respect to the payment terms referred to above, without prejudice to the right of **OLEOMECCANICA LOSI s.r.l.** to the resolution and any other right due under the law, and these conditions, **OLEOMECCANICA LOSI s.r.l.** reserves the right to immediately suspend and/or interrupt, the delivery of further products, without any consequent responsibility.

3.4 On all outstanding amounts, after the payment term has expired, default interest will be applied to the extent and in the manner prescribed by Legislative Decree no. 231/2002 and subsequent amendments, as amended by Legislative Decree no. 192/2012 implementing Directive 2011/7 / EU.

4. Liability

4.1 **OLEOMECCANICA LOSI s.r.l.** products, are in compliance with the legislation and technical standards in force in Italy, consequently, the Customer assumes the responsibility, exclusively, to verify any discrepancy between the Italian regulations and those of the country of destination, or use of the products, unharmed **OLEOMECCANICA LOSI s.r.l.**

4.2 Liability of **OLEOMECCANICA LOSI s.r.l.** in relation to the Customer, deriving from the guarantee of the products, as foreseen by these Conditions and by the Law, in no case, it, will exceed the value of the product to which this responsibility relates.

5. Guarantees

5.1 **OLEOMECCANICA LOSI s.r.l.** guarantees that, the products, are free from defects as per the Law for the duration of 12 (twelve) months from the date of shipment.

5.2 The Customer must report in writing to **OLEOMECCANICA LOSI s.r.l.** the presence of defects within 8 (eight) days of receipt if it is defects and obvious defects, or within 8 (eight) days of discovery in the event of hidden faults or defects.

5.3 **OLEOMECCANICA LOSI s.r.l.** will not be liable for defects or damage caused by the Customer as a result of negligence in use, or caused by repairs and/or replacements, and/or additions or removals, of individual components and in general, by maintenance carried out by persons other than **OLEOMECCANICA LOSI s.r.l.** and / or not authorized by it, or by any circumstance independent of the fact of **OLEOMECCANICA LOSI s.r.l.**

5.4 **OLEOMECCANICA LOSI s.r.l.** does not give any guarantee regarding the compatibility of the products supplied by the same, with other products or equipment used by the Customer.

5.5 The replacement and/or replacement of defective or non-functioning products, must be requested in writing to **OLEOMECCANICA LOSI s.r.l.**

5.6 If operating defects are detected from the beginning, **OLEOMECCANICA LOSI s.r.l.**, will replace or repair, defective products and / or individual components thereof. In the event that, the repair or replacement of the product/s, or of the single component were impossible or excessively expensive, or if the product to be replaced was not available, **OLEOMECCANICA LOSI s.r.l.** will proceed with the issuance of a credit note in favor of the Customer, for the value of the product or of the single component previously invoiced.

5.7 Transport costs for the return of defective or non-functioning products, will be charged to the Customer.

5.8 The warranty does not apply in the following cases:

1. indirect and transport damages;
2. damage due to incorrect handling and storage;
3. damage caused by incorrect use, by failed or incorrect communication of data, concerning the definition of the product and its design, from tampering;
4. defects caused by failure to clean of any kind;
5. failure to comply with maintenance regulations (even if a manual is not provided);
6. parts subject to wear, such as gaskets or equal. It is specified that in normal conditions of use these details do not normally show appreciable consumption at the end of the warranty period, while, on the contrary, early wear, as a rule, reveal problems relating to the application;
7. disassembly, repair or manipulation not carried out by authorized personnel in writing by **OLEOMECCANICA LOSI s.r.l.**;
8. in case of corrosion, fire or water action;
9. due to external electrical disturbances, over-voltages, atmospheric electric shocks or other;
10. improper use of the products by the Customer or any other person.

5.9 The Customer must communicate to **OLEOMECCANICA LOSI s.r.l.** the product for which it asks for warranty assistance, the details of the invoice and the transport documents, the reasons for which it requests assistance, leaving **OLEOMECCANICA LOSI s.r.l.** an actual address and a name of the person to be contacted by **OLEOMECCANICA LOSI s.r.l.**

5.10 Lack of data and elements indicated in clause 5.9 prevent **OLEOMECCANICA LOSI s.r.l.**, to provide warranty service. The warranty is also excluded with respect to customers who are not up to date, with payments or for other reasons.

5.11 The Customer must agree with **OLEOMECCANICA LOSI s.r.l.** the delivery of the goods for which it asks for warranty assistance, being excluded that **OLEOMECCANICA LOSI s.r.l.** take over products without an agreement on the terms of delivery, with consequent inoperative warranty.

5.12 The Customer must ensure that, the goods, are contained or packaged, according to the usual practice for goods of the same kind, or, in the absence of such a practice, adequately to preserve and protect the goods, until the return to **OLEOMECCANICA LOSI s.r.l.**

5.13 Products returned to **OLEOMECCANICA LOSI s.r.l.**, in the manner prescribed by clauses 5.9 and 5.12, will be analyzed by the latter, to verify the operation or otherwise of the guarantee and, in the event of its inoperability, to propose appropriate technical solutions, which will be decided at the discretion of **OLEOMECCANICA LOSI s.r.l.** and communicated to the Customer.

5.14 The Customer must notify **OLEOMECCANICA LOSI s.r.l.**, within 3 (three) days from receipt of the communication provided for in the previous clause 5.13, its own decisions regarding the proposed technical solutions. In the event of, failure by the Customer to reply, no later than 15 days (fifteen) from receipt of the communication required by the previous clause 5.13, or refusal of the proposed technical solutions, **OLEOMECCANICA LOSI s.r.l.**, reserves the right to dispose of the delivered material, with costs and charges to be borne by the Customer and without any acknowledgment being given to the latter, or the return of the product to the Customer with costs borne solely by the Customer.

5.15 The operation of the guarantee, does not imply recognition, not even implicitly, by **OLEOMECCANICA LOSI s.r.l.** of the presence of defects and/or defects and/or different implementation, nor does it imply recognition by **OLEOMECCANICA LOSI s.r.l.**, of any right to compensation for damages to the Customer.

5.16 Any problem concerning the guarantee, will not entitle the Customer to suspend payments or suspend other contractual obligations.

6. Jurisdiction

For any dispute arising out of and/or connected with these Conditions, the Court of Cremona, will have exclusive jurisdiction. The applicable law will be, the Italian law.

7. Referral rules

For all matters, not regulated and provided for in these Conditions, the provisions of the Italian Law and the Civil Code, will be applied.