



EUROSNODI SRL

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Tax code and VAT no. IT01802810356

Companies Register of Reggio Emilia RE 44009/98 – Econ.

## TERMS AND CONDITIONS OF PURCHASE

### 1. General Principles

Unless otherwise agreed in writing, these Terms and Conditions must be considered an integral and essential part of the order or contract. They apply to any order sent by the Buyer to the Supplier, and to any signed contract. These Terms and Conditions cancel and replace any previous agreement and/or correspondence in relation to the same object, including any terms and conditions of sale of the Supplier, considered individually or collectively. Unless otherwise agreed in writing, these Terms and Conditions prevail over any other condition or clause that may limit or vary the contents of this document which may be included or printed by the Supplier in the order confirmation, invoices or correspondence. Any variations or derogations, even after the order/contract has been issued, will only be considered valid if expressly confirmed in writing by the Buyer.

### 2. Shipping and delivery

Unless we have indicated otherwise, all shipments must be sent via the cheapest form of transport. In the case of consignments sent by another mode of transport other than the one indicated on the order, any differences in price and any surcharges resulting from express or fast shipments due to late delivery are payable by the Seller. The terms of delivery indicated in the order must be considered mandatory. If they are not complied with, Eurosnodi srl may cancel the order, place an order for the materials with other suppliers and debit any additional costs incurred in this regard, without prejudice in any event to the right to claim compensation for damages. Eurosnodi srl will not accept any material supplied in excess of the ordered quantities, even if admitted to its warehouses or site. Any excess quantities will immediately be shipped back to the supplier, with the return waybill plus a charge for transport. The handover of the goods to the receiving personnel does not signify acceptance of the goods. The condition and quality of the goods can only be verified by the Acceptance and Control offices of Eurosnodi srl.

### 3. Prices

The prices are stated in the order or contract and unless indicated otherwise, all prices are those indicated on the price list in force at the time of issue of the order or contract. The prices stipulated in the order or contract are net of VAT and are fixed and non-variable. They may not be increased for any reason whatsoever. Unless indicated in the order or contract, prices include all the costs, taxes, duty and insurance premiums, packing costs and mandatory legal contributions. Any changes to the current price lists must be agreed in advance with the Buyer's purchasing office.

### 4. Warranty

The Supplier warrants that the goods conform to the agreed characteristics or technical specifications, either those indicated in the order/contract or possessed by any samples or prototypes already delivered, and that the goods are fit for sale and use, unencumbered by any restrictions and that the materials used are free from flaws or defects, including hidden defects, and that all manufacturing processes have been completed to a professional standard. Any complaint in respect of flaws or defects in the delivered goods will be considered valid at any time after receipt of the materials, even if they are already in production and even if the invoices for the goods have already been paid.

### 5. Drawings

The drawings sent by our company in relation to the fulfilment of orders must be returned with the last consignment of materials.

### 6. Forum

For any dispute, the Court of Reggio Emilia will have exclusive jurisdiction.

**Unless indicated otherwise within 5 days of issue, the order will be deemed accepted in full**

**These Terms and Conditions of Purchase** are subject to change and updating. All updates will be duly published on our website: [www.eurosodi.it](http://www.eurosodi.it).

The date of publication will be deemed the date of entry into force of the new conditions.