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# General terms of sale

Valid for the ekinex® product range.

## 1. DEFINITIONS

1.1 In this General Terms of Sale, the below-mentioned terms assume the following meaning:

- a) "Producer": Ekinex S.p.A, with Head Office in Vaprio d'Agogna (28010 NO), via Novara 37;
- b) "Customer": Professional customer, sole trader or company requesting the purchase of ekinex® products
- c) "Part" or "Parts": Ekinex S.p.A. and the Customer;
- d) "Order" or "Orders": purchasing order(s), related to ekinex® products, issued by Customer to Ekinex S.p.A.;
- e) "Products": all ekinex® products for the control of homes and buildings listed in the ekinex® product catalogue, be it either printed and/or electronic and on the www.ekinex.com site.
- f) "General Conditions": the general terms of sales, as indicated hereunder.

## 2. SCOPE

2.1. These General Terms of Sale discipline all purchasing contracts, concerning ekinex® products, set between Parts;

2.2. The Customer cannot plea nor object different conditions other than those specified in General Terms of Sale. Hence, any contingent conditions requested by the Customer, be it at order time or during any other contractual phase, or after accepting / becoming aware of our General Terms, or mentioned in the Customer's General Terms of Purchase, will be void. The Producer's implementation of the Order, even partially, or any other fulfilments in favour of the Customer are not valid and cannot be interpreted as tacit or implicit acceptance of whatsoever contractual condition other than those indicated in these General Terms of Sale, unless explicitly accepted in writing from Ekinex S.p.A. Even in the case of agreed exceptions accepted in writing, the present Terms of Sale will continue to be applicable to all other contractual parts not included in the exception.

2.3. The General Terms of Sale are exclusively applicable to contractual relationships between Ekinex S.p.A. and professional operators, thus not covered by the Italian D.Lgs. n. 206 (Consumer Code) dated September 6th, 2005 and all further modifications.

2.4. It is the faculty of Ekinex S.p.A. to modify the present General Terms of Sale at any moment and without any notice. Each contract will be regulated by the General Terms of Sale in force at the moment of acceptance of the Order issued by the Customer.

## 3. CONTRACT FORMATION

3.1. Acceptance of the offer on the part of the Customer or the order confirmation on the part of Ekinex S.p.A., no matter in what form, entail the application of the General Terms of Sale.

3.2. Any offer submitted by agents, representatives or Ekinex S.p.A. business partners are not binding for Ekinex S.p.A. until she confirms them in writing

All sale offers formulated by Ekinex S.p.A. have a validity of 30 days from date-of-issue and are limited to the complete supply of products thereby quoted. After the above-mentioned deadline, the sale offer will no longer be valid.

3.3. The Order sent from the Customer to Ekinex S.p.A. constitutes a binding, irrevocable contractual proposal for a period of three months, starting from the moment Ekinex S.p.A. becomes aware of its existence.

During the period of three months, Ekinex S.p.A. reserves the right – at its sole discretion – to either accept or reject the Order, informing the Customer of the decision taken.

Should Ekinex S.p.A.'s order confirmation differ from the Order sent by the Customer (for example, in terms of product quantity, prices, discounts, delivery terms, shipping), such confirmation will count as a counterproposal of Ekinex S.p.A., which will have to be explicitly accepted by the Customer in order for the contract to be concluded.

3.4. By sending an Order, the Customer acknowledges and declares to have carefully examined all the indications submitted to him during the purchasing phase and he declares to unreservedly accept the present General Terms of Sale.

3.5. The acceptance will be made official by a confirmation e-mail message sent to the electronic mail address indicated by the Customer. The confirmation message will bear Order date and time and a "Customer Order Number" to be used in all subsequent communications with Ekinex S.p.A. The Customer will be able to monitor the status of his Order at any time either contacting Ekinex S.p.A. by phone at (+39) 0321 1828980 or by sending an e-mail to sales@ekinex.com.

3.6. Should the Customer require Order cancellation before its acceptance or execution on the part of Ekinex S.p.A., the latter may ask the Customer to reimburse any expenses or duties sustained for the handling of the Order – in full or in part –, as well as reimbursement for any damages.

## 4. PRODUCT AVAILABILITY

4.1. Ekinex S.p.A. reserves the right to modify, without any notice, the ekinex® product catalogue, as well as the technical characteristics of its products.

4.2. Should one of the requested products be unavailable, Ekinex S.p.A. commits to contact the Customer within 20 working days from Order receipt, informing the Customer at his e-mail address about the unavailability and suggesting any alternatives. In this case, the Customer may select to wait for Order dispatch, as long as Ekinex S.p.A. believes she may trace the missing product on the market, or cancel the order, eventually obtaining reimbursement for prepaid and missing products.

## 5. PAYMENT METHODS

5.1. Product prices will refer to the price list in force at sale-offer acceptance on the part of the Customer or at issuance of Order confirmation on the part of Ekinex S.p.A.

Ekinex S.p.A. reserves the right to modify its price lists at any time, after written communication to the Customer should costs increase for raw material, manpower or any other factor which may cause a relevant rise in production costs.

Product prices are always Free Carrier (FCA Incoterms 2010) and, therefore, any risks related to the shipping pass onto the Customer's side the moment that products are handed in to the carrier, unless different agreements are reached between Parts in advance.

5.2. Payments will have to be made in accordance with the indications contained in the sale offer or in the order confirmation. Payments, as well as any other due sum, will be made to the Ekinex S.p.A. Head office address and in Euro, unless otherwise agreed between Parts.

5.3. Any delay or irregularity in payments will confer Ekinex S.p.A. the right to:

- a) suspend ongoing supplies, even if not related to the payment in question;
- b) modify the form of payment and discounts for further supplies, requesting advance payments or the issuance of further guarantees as necessary;
- c) request, starting from the planned payment expiry date and without need of a formal notice of default, arrears due on the unpaid sums, calculated according to current law terms for commercial transactions (in particular, as indicated by the Italian D.lgs. 231/2002 and further integrations). In any case, Ekinex S.p.A. reserves the right to request compensation for the highest damage incurred.

Furthermore, in all the above cases, any sum due to Ekinex S.p.A. on whatever basis becomes immediately collectable. The Customer will compel to pay the products in full even if any exceptions, objections or disputes should arise. Any argument will be defined only after payment of all monies due.

# General terms of sale

## 6 TRANSPORTATION AND DELIVERY OF PRODUCTS

6.1. Delivery of goods is understood to be Free Carrier (FC Incoterms) and, therefore, any risk related to the supply pass onto the Customer the moment that products are delivered to the carrier, unless previously arranged differently in writing between parts.

6.2. Delivery terms, except where explicitly agreed, are purely indicative.

In the case that order execution is hindered by force majeure circumstances, irregular or missing procurement of prime materials or by other unpredictable circumstances, delivery terms will be considered deferred and new terms will be established between parts without possibility to request any compensation and/or damages for delay in the delivery.

6.3. Upon delivery of goods from the carrier, the Customer is due to check that the content of delivered packages corresponds to order and to details in the invoice transmitted by mail. Any damage to packaging and/or product or any discrepancy in the number of packages must be notified within 3 working days from delivery to customer service of Ekinex S.p.A. at the email address sales@ekinex.com. After such term, the Customer may no longer advance any complaint in matter of packaging conditions or number of parcels received.

## 7. WARRANTY

7.1. Ekinex S.p.A. guarantees the conformity of its products in terms of legislation and technical regulations enforced in Italy.

7.2. Ekinex S.p.A. guarantees that the supplied products correspond, in terms of quality and type, to whatever established by the contract, and to be free from defects that may render them unsuitable for the use which they are expressly meant for.

The guarantee for manufacturing defects is limited to the sole defects that may be attributable to materials used or to design and production problems attributable to Ekinex S.p.A.

All ekinex® products sold by Ekinex S.p.A. come with a guarantee of proper operation and a guarantee for design and production defects, valid for a 24 months period from delivery, except for parts subject to standard wear & tear. After such period, the guarantee ceases, even if the products have not been put to work for any reason.

The operability of guarantees on the products is subject to the condition precedent of full payment received.

7.3. The above-said guarantee is operative provided that the products be correctly stored and used in conformity with the instructions included in the General Catalogue and the technical sheets supplied by Ekinex S.p.A., that no repair, modification or alteration be applied without prior written consent of Ekinex S.p.A. and that ascertained defects not be caused by chemical agents or electricity. The Customer will report any faults or defects in writing within 8 days from product consignment, while any hidden defects and/or malfunctioning (which can only be detected with use) will have to be reported within 8 days from discovery and, in any case, never beyond the guarantee's period of validity.

The guarantee is void in case the malfunctioning is caused by software installed on the product; overload, interruption or suspension of electricity.

7.4. Complaints will be forwarded in writing to Ekinex S.p.A., in accordance with instructions and modalities supplied by the latter (see quick-replacement procedure in the General Catalogue), specifying in detail the faults or discrepancies ascertained.

The Customer will lose all guarantee rights, should he not allow for reasonable checks that Ekinex S.p.A. may deem necessary or lack to return the faulty product within 10 days from request. Following regular Customer complaint, Ekinex S.p.A., at her choice, may: a) repair the faulty products; b) supply, free of charge, the Customer (DAP Incoterms 2010) with products of the same kind and quantity of those deemed faulty; c) issue a credit note in favour of Customer for the same amount of the original invoice of returned products. In such cases, Ekinex S.p.A. may request the return of faulty products, which will become her property. Unless arranged differently between parts, it is understood that all expenses related to the interventions of Ekinex S.p.A.'s technical assistance will be sustained by the latter.

Both in case of replacement and/or repair of the products or the defective components, the guarantee will continue to elapse from its original term which, therefore, remains unchanged and will not be extended.

7.5. In the case where defects observed on the products are not imputable to the responsibility of Ekinex S.p.A., all repair and substitution expenses thereby incurred shall be accounted for and invoiced to the Customer. The guarantee referred to in this article absorbs and replaces legal guarantees for faults and conformity and excludes any other responsibility on the part of Ekinex S.p.A. originating, in any form or way, from its finished products; in particular, the Customer will not submit any other request for reimbursement and, in no case, Ekinex S.p.A. shall be deemed responsible for indirect or consequential damage.

## 8. INDUSTRIAL PROPERTY

8.1. Ekinex S.p.A. remains exclusive proprietor of patents, drawings, projects and anything else used for the realization of products, and the Customer commits not to distribute them to third parties, not to reproduce them and not to use them. Should the realization of products be carried out by Ekinex S.p.A. by specific request and technical documentation of the Customer, Ekinex S.p.A. assumes no responsibility for the violation of third-party industrial property rights, which will be exclusively accountable to the Customer who commits to guarantee and to keep Ekinex S.p.A. released and indemnified from any claim against her. 8.2. The Customer commits to use Ekinex S.p.A. trademarks only for identification, advertising and sale purposes, abstaining from registering them or from having them registered by others without written consent from Ekinex S.p.A.

## 9. DAMAGE COMPENSATION

9.1. The responsibility of Ekinex S.p.A., deriving from either the implementation or non-implementation of the contract, or guarantee, or tort claim, or objective responsibility, will never exceed the value of the product to which it relates. Under no circumstance, Ekinex S.p.A. will be held responsible for neither missed or loss of profits, nor for missed use or technical halt of the product or any associated machinery, nor for Customer and/or third-parties complaints related to such damage, nor for any other type of indirect or consequential damage.

## 10. PRIVACY

10.1. The Customer accepts to (i) treat the information/data/drawings/know-how/documentation received and/or comprehended from Ekinex S.p.A. as reserved; (ii) limit the use of such information/documentation and access to them solely for contractual purposes. The reserved information/documentation will not be reproduced without written consent of Ekinex S.p.A. and any copies of them will be immediately surrendered upon Ekinex S.p.A. request.

Above provisions do not apply to information which: (i) is public or become public for divulgation not performed by the Customer, his employees or collaborators (ii) were in the hands of the Customer before he received them from Ekinex S.p.A. or (iii) were divulged by sources who are not subordinate to the same restrictions as the Customer in terms of use, or (iv) can be disclosed to third parties following a written authorization of Ekinex S.p.A.

## 11. SETTLEMENT OF DISPUTES

11.1. The present General Terms and related contracts of supply shall be disciplined by the Italian law. Any dispute related to or in any way connected to contracts under the present General Terms, will fall under exclusive jurisdiction of the Court of Novara (Italy).

## 12. RESTRICTIVE CLAUSES

12.1 In accordance with articles 1341 and 1342 of the Italian civil code, the Customer expressly declares to approve the following clauses: 2. Scope; 5. Payment Methods; 6. Transportation and delivery of products; 7. Warranty; 9. Damage compensation; 11 Settlement of disputes.