



Via Divisione Trentina, 23 - 24020 Villa di Serio (Bergamo)  
**Tel 035/423.44.11 r. a. – Fax 035/423.44.41**  
Reg. Imprese BG – C.F. - P. IVA: 01905830160 R.E.A. BG 246682  
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Capitale Sociale € 3.150.000,00 i.v.  
Direzione e coordinamento di OMCN FINANZIARIA S.p.A. (art. 2497 c.c.)

**ATTREZZATURE PER AUTOFFICINE, CARROZZERIE, GOMMISTI E GARAGES, PONTI SOLLEVATORI, CURVATUBI E PRESSE IDRAULICHE**

**GENERAL SALE CONDITIONS:** The items - or groups of items - that are distinguished by the CE mark will be supplied to the member countries of the Economic European Community according to the standards stated in the regulations in force. The CE mark distinguishes the items which, according to the European regulations in force, must prove to be covered, depending on the circumstances, by certification or self certification. As regards those countries that are not member of the European Community, the CE execution standard shall be expressly requested. Pictures, data, weights, overall dimensions and features indicated on the catalogue are not binding, as we reserve ourselves the right to introduce the necessary changes for the best operation and modernization of our products.

**Orders:** Orders will be accepted only once the customer will receive a regular written confirmation from the seller and the validity of the prices will be that indicated on the confirmation.

**Consignments:** Consignments are executed at buyer's risk. They will be delivered to the forwarding-agent prescribed by the customer or failing the customer's prescription, to a forwarding-agent at our discretion, but without any responsibility from our part. The buyer, before accepting the delivery of the goods from the forwarding-agent, must check that the consignment is complete and in good condition; in case of delay, damage or loss during the carriage, any relative action towards the forwarding-agent shall be made by the buyer.

**Deliveries:** Delivery times are approximate. Possible delays will be communicated from the seller to the buyer. Possible delays do not constitute the right to cancel the order nor title of compensation for damages or penalties if not expressed in a written agreement.

**Payments:** Payments of invoices must be executed directly to us, without any deductions or rounding off. In case of cash payment at the receipt of invoice, the possible agreed cash discount should be calculated on the net amount of the sole material, package and possible costs for transport or delivery by post excluded. After 15 days from the date of invoice or from the period agreed previously, this benefit must be considered countermanded and the payment shall be done for the total amount of the invoice. Any failure of payment by the buyer, entitles the seller to suspend or cancel any ongoing or remaining order. For payments made later than the agreed dates, late payment interests will be due conforming with the law.

**Retention of title:** The products delivered by the seller to the buyer will remain property of the seller itself, until the full payment of the supplied goods.

**Warranties:** Our products are covered by warranty for 12 months. The warranty involves the replacement or the repair of the faulty part (component of the machine or part of it). The replacement of this part doesn't involve the renewal of the warranty period on the whole product, except in case of replacement of the complete article. The manufacturer is therefore exonerated from each reward obligation and the purchaser renounces to every request for costs and damages also to third parties, even if the machine does not or work incorrectly. From the warranty are excluded all the parts that can be damaged accidentally during the transport, for negligence during the displacement, for the wrong connection to the electric feed line, and also the parts that are submitted to the normal wear or to deterioration due to external environmental and atmospheric causes. From the warranty are also excluded all the breakdowns due to insufficient, wrong or missing maintenance, to incompetence, to an incorrect, not allowed or not foreseen use, to not authorized modifications or replacement and to tampering. The validity of the warranty is under the correct execution of the maintenance, as described in "use and maintenance" section of the manual, following each single article. The mentioned technical details do not represent a bond for the manufacturer. The manufacturer could modify



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or improve the products at his discretion. Such changes could not represent reason of objections or return of goods.

**Use and maintenance manual:** With each single article made, a use and maintenance manual will be provided together with a CE-declaration of conformity, when it is due. Documents and technical schemes included in these manuals must be considered of exclusive property of the seller both intellectually and industrially.

**Disclaimer:** Lack of respect of the instructions given in the manuals issued upon the product delivery, relieves the seller from any responsibility of damages caused to persons, animals or objects both directly and indirectly.

**Regulatory norms:** As for what not expressly disciplined by these “General Terms of Sale”, the norms concerning the disciplined sale, as of the Italian Civil Code articles 1470 and following, have to be applied.

**Personal data:** According to the art. 13 of the Legislative Decree 196/03 – privacy code, personal data will be used to allow the management of business relationships and for all those actions that are necessary for the pursuing of all the activities concerning the contract. The staff involved in the business relationships management have been duly informed concerning the protection of personal information and the right to privacy.

**Applicable law and jurisdiction:** Any dispute arising from the interpretation, application, implementation and the termination of the agreement and/or of these “Terms of Sale conditions” will be disciplined by the Italian Law and exclusively devolved to the Judicial Court of Bergamo (Italy).

**Product liability:** All articles are covered by a “Product liability” insurance which is valid for a 10 years period.