

## GENERAL CONDITIONS OF SALE

### 1. Scope of application

1.1. Without prejudice to any derogation and modification that must be approved in writing, these conditions of sale are to be considered valid and effective for each order sent by the customer, which has been confirmed by Sistem Pneumatica S.r.l. (hereinafter: Sistem Pneumatica), and for each individual supply by the latter; the existence of an ongoing relationship of administration and/or concession and/or distribution must, however, be excluded. With the receipt of the order confirmation from Sistem Pneumatica, the clauses contained in the present general conditions of sale are recognised as binding by the customer.

1.2. The customer expressly declares to be aware of the fact that the products sold by Sistem Pneumatica are made by the same or exclusively marketed by the same.

### 2. Offers and orders

2.1. If the order proposal is formulated by the customer, the same must be drawn up in a clear and legible way in writing, since any possible order proposal forwarded by telephone or unsuitable for the purposes of the understanding of the order will be considered not binding for the company, both with reference to the contractual subject and with reference to the prices and to the other supply conditions.

2.2. The order proposals constitute an irrevocable proposal after 3 days from receipt by Sistem Pneumatica and will be considered accepted only following a written confirmation from the latter, which will be sent to the customer by post, fax and/or e-mail.

2.3. The customer declares to be aware that any agreements, negotiations, changes, orally agreed with the agents/collaborators/staff assigned to Sistem Pneumatica, do not have a binding effect, since it is to be understood that the only contract concluded by Sistem Pneumatica is that following the sending of the order confirmation pursuant to the previous art. 2.2.

2.4. The customer declares to be aware that the representation and description of the products on the leaflets and illustrative material of Sistem Pneumatica have a purely indicative value; they, thus, do not integrate any flaw or defect in the eventual discrepancy of the ordered product with respect to that advertised, giving the ordered product exclusive precedence over that advertised.

2.5. The customer declares to be aware that the intellectual property of the products, as well as illustrative material (leaflets, signage, drawings, including those relating to the documents attached to the offers and orders, such as images, technical drawings, weight indications, measurements) is managed by Sistem Pneumatica. To this end, the customer agrees to use the aforementioned goods and documents only if such use is aimed at purchasing Sistem Pneumatica products alone.

2.6. In the case of customised orders, Sistem Pneumatica will send the customer the product drawing, containing the specifications and technical characteristics, together with the estimate for his/her approval. The order will be considered completed and Sistem Pneumatica will proceed with the dispatch, only after the customer has signed the drawing, to be understood as acceptance of the product project. In any case, Sistem Pneumatica reserves the right to make technical-constructive modifications, which may become necessary for the supply of the product or, in any case, such as to integrate the product's functional improvement.

---

**PROGETTAZIONE E COSTRUZIONE COMPONENTI PER L'AUTOMAZIONE PNEUMATICA**

---

**3. Prices and delivery terms**

3.1. Unless otherwise agreed in writing, the sales prices are in Euros and are net of VAT. In the event that the parties agree to the payment of current currency other than the Euro, for the purpose of payment, reference will be made to the current currency on the order confirmation date.

3.2. These prices, unless otherwise agreed in writing, are understood to be *Ex works* Sistem Pneumatica, in accordance with the Incoterms 2020 provisions, which are intended expressly referred to here and, therefore, must be understood net of transport, insurance, packaging or any other costs, including bank expenses and charges.

3.3. The delivery terms provided in the order confirmation are purely indicative and not binding and, therefore, the liability of Sistem Pneumatica for delayed delivery must be considered excluded. More specifically, and without prejudice to the provisions of article 7 below, the liability of Sistem Pneumatica must be considered excluded for delays resulting from unforeseeable circumstances, force majeure and facts not attributable to Sistem Pneumatica, including factual hypotheses potentially attributable to a third party, since the customer should be fully aware of the fact that some accessories and raw materials used for the production are purchased from third party suppliers. Sistem Pneumatica also reserves the right to make partial deliveries, since it has no responsibility for late delivery of products, which have not been delivered yet. Any delays or partial deliveries do not legitimise the customer, in any case, to delay the payment, which must always be made within the deadlines laid down.

3.4. The delivery terms by Sistem Pneumatica are considered to be fulfilled and respected at the time of delivery of the goods to the third party carrier/courier.

3.5. Any liability and risk inherent in the transportation of the goods are transferred by Sistem Pneumatica to the customer upon delivery of the goods to the carrier. In partial derogation from the provisions of the Incoterm 2020 provisions mentioned above and without prejudice to all the provisions relating to the ex work delivery from Sistem Pneumatica, the delivery is considered executed once it has been *loaded* and gone through *custom clearance*, with commitment by Sistem Pneumatica to the loading of the product and to the handling of the customs exit operations.

3.6. At the time of delivery to the place of final destination, in the event that the goods are not personally collected by the customer, but by a different subject, it is assumed that the goods have been delivered to a person entitled to receive them on behalf of the customer in the place indicated by him/her. Sistem Pneumatica, therefore, declines all responsibility in the event that the goods are collected by someone other than the customer.

**4. Terms of payment**

4.1. Unless otherwise agreed, payment must be made no later than the terms agreed between the parties and must be understood as mandatory, without any deduction, in favour of Sistem Pneumatica.

4.2. Pursuant to and for the purposes of art. 4 and art. 5 of Legislative Decree (D.lgs.) n. 231/2002, in the event of late payment, the customer will be required to pay default interest to the extent determined by the aforementioned decree, in addition to the reimbursement of all expenses, including the legal costs incurred for late credit recovery.

---

**PROGETTAZIONE E COSTRUZIONE COMPONENTI PER L'AUTOMAZIONE PNEUMATICA**

---

4.3. It is the right of Sistem Pneumatica, at any time, to suspend, cancel the order or change the payment conditions, if, at its unquestionable judgement, the customer's solvency conditions fail or decrease; in the event the customer has not paid yet the amount due (payment of the advance price, previous supplies, conventional guarantees) on the delivery date, Sistem Pneumatica will have the right - without this implying any compensation or reimbursement for the damage to the customer - to subordinate the delivery of the goods upon payment of each invoice not paid yet.

4.4. In case of agreed advance payment, if the customer does not provide said payment within the deadline, with a tolerance period of 15 days, Sistem Pneumatica will have the right to consider the contract terminated for the responsibility of the customer, upon written communication by certified e-mail or registered letter with return receipt, without prejudice to the right to claim the amount due as compensation for damage. In the event of agreed payment by instalments of the price, the customer will automatically lapse from the benefit of the term, without the need for any communication. Sistem Pneumatica will, therefore, have the right to demand immediate payment in a single solution of all the supplies already delivered, without prejudice to the right to compensation for the greater damage.

4.5. Payments are understood to be made at the Bologna office. The eventual release of promissory notes and/or drafts cannot be considered as a total or partial payment novation.

4.6. Any dispute or claim does not legitimise the customer to suspend or delay the agreed payments. The customer will not be able to raise exceptions or bring actions against Sistem Pneumatica, unless after having paid any outstanding payment, including the payment of the goods to which the complaint refers.

## **5. Legal guarantee**

5.1. Sistem Pneumatica guarantees that the products supplied correspond to what is established in the order and that they are free from flaws that could make them unsuitable for the use for which they are expressly intended. The warranty for construction defects is limited exclusively to the product defects, which are attributable to defects in the material used or to design and construction problems attributable to Sistem Pneumatica. The warranty also does not cover defects due to normal wear and tear of products for parts subject to rapid and continuous wear.

5.2. The operation of the guarantee on the products purchased is suspensively conditional on the full payment of the same. Unless otherwise agreed in writing, the warranty lasts 12 months from delivery.

5.3. The aforementioned guarantee is operational provided that the products have been correctly stored and used in compliance with the normal criteria of diligence and according to the indications contained in the Sistem Pneumatica technical data/catalogue, supplied by Sistem Pneumatica, and provided that no repairs, modifications or alterations have been made without the prior written authorisation of Sistem Pneumatica and that the defects found were not caused by chemical and/or electrical agents and/or in any case by interventions performed by the Customer.

5.4. The customer is required to check the conformity of the products and the absence of flaws within 8 days from the date of delivery of the products and, in any case, before any use of the same. The customer must report any obvious flaws or defects within and no later than 8 days from the delivery of the products, while the report of any hidden and/or functional defect (detectable, that is, only following the use of the

---

**PROGETTAZIONE E COSTRUZIONE COMPONENTI PER L'AUTOMAZIONE PNEUMATICA**

---

product) must be made within 8 days from the discovery of the defect and, in any case, not beyond the guarantee period.

5.5. Complaints must be submitted in writing, by certified e-mail or fax to Sistem Pneumatica, indicating the defects or non-conformities found in detail. The customer forfeits the warranty right if he/she does not allow all the reasonable checks required by Sistem Pneumatica or if he/she fails to return, at his/her own expense, the defective products within 10 days of the relative request. The disputed goods can be returned to Sistem Pneumatica only upon the company's specific authorisation.

5.6. Following a regular customer complaint and the verification by Sistem Pneumatica of the actual existence of the flaw, the latter, without prejudice to the reimbursement of the costs incurred for the return, at its option, may:

- a) repair the defective products;
- b) supply products of the same kind and quantity of those found to be defective, free of charge, at the customer's site;
- c) issue a credit note, in whole or in part, in favour of the customer for a sum equals to the value indicated on the invoice of the returned products. In such cases, Sistem Pneumatica may request the return of the defective products, which will become its property. Unless otherwise agreed between the parties, it is understood that all expenses relating to the interventions carried out by the technical assistance of Sistem Pneumatica will be borne by the same.

5.7. In the event that the defects found on the products are not attributable to the responsibility of Sistem Pneumatica, the costs of repair and replacement of the products will be counted and invoiced to the customer. The guarantee referred to in this article is absorbent and replaces the legal guarantees for defects and conformity and excludes any other possible liability of Sistem Pneumatica however originating from the products supplied; more specifically, the customer will not be able to make further claims for damages and in no case will Sistem Pneumatica be held responsible for direct or indirect damages, including, but not limited to, the loss of profit, loss of earnings, damage from machine downtime/production downtime.

5.8. The customer expressly undertakes to install or have installed, use or have the product used in a workmanlike manner. If the assembly/use should not take place in a workmanlike manner, any right to the warranty lapses and Sistem Pneumatica assumes no responsibility for any damage that may result.

## **6. Nature of the contract**

6.1. The relationship between the parties must qualify as a sales relationship. The supply of material and any correspondence occurring between the company and the customer does not entitle the latter to recognise him/herself as the subject of exclusive agency mandates or of authorised and/or exclusive concession/distribution of sales if there is no document, which has been formally agreed and mutually accepted.

6.2. Without prejudice to the fact that the conditions signed apply to any subsequent supply, the parties expressly agree that each individual order completes a single sale and that any continuous and exclusive relationship must be expressly excluded.

---

**PROGETTAZIONE E COSTRUZIONE COMPONENTI PER L'AUTOMAZIONE PNEUMATICA**

---

6.3. Sistem Pneumatica reserves the right to make changes and revisions to the general conditions of sale, it being understood that for the purposes of interpretation, validity and execution of the contract, reference will be made to the published version in force on the order confirmation date.

## **7. Impossibility occurred - force majeure - effects**

7.1. By force majeure is intended the occurrence of an event or circumstance ("Event of Force Majeure"), which prevents one or more contractual obligations from being performed, if and to the extent that it is proven:

- 1) that the impediment is beyond reasonable control; and
- 2) that it could not reasonably have been foreseen at the time of the conclusion of the contract; and
- 3) that the effects of the impediment could not have been reasonably avoided or overcome.

7.2. The conditions referred to in numbers (1) and (2) are considered fulfilled, unless proven otherwise, in the presence of the following events: war (declared or not), invasions, acts of foreign enemies, extensive military mobilisation at a national or international level; civil wars, riots, rebellions and/or revolutions, insurrections, acts of terrorism, sabotage or piracy; embargoes; need to comply with any law or governmental order, expropriation, requisition, nationalisation; plague, outbreaks, natural disasters or extreme natural events more in general; explosions, fires, destruction of equipment, prolonged interruption of transport, of telecommunications, of the information system or of energy; boycotts, strikes and lockouts, occupation of the premises.

7.3. In the event that any Event of Force Majeure occurs, Sistem Pneumatica is released from the obligation to fulfil its contractual obligations and from any liability for damages or any remedy for contractual breach, starting from the moment in which the impediment prevents the fulfilment.

7.4. If, due to an Event of Force Majeure, it deems necessary to postpone the delivery, Sistem Pneumatica will keep the sums already received as a deposit - without any guarantee on the need to update prices and shipping rates.

7.5. If, due to an Event of Force Majeure, it deems necessary to cancel the order, Sistem Pneumatica, after fulfilling the commitments to third parties and after covering the fixed costs, will return the remaining amount, removed all exceptions and claims by the customer.

7.6. In the event that any Event of Force Majeure occurs, the Customer will be released from the obligation to fulfil his/her contractual obligations and from any liability for damages or any remedy for contractual breach, starting from the moment in which the impediment prevents the fulfilment, provided that duly documented notice is given to Sistem Pneumatica without delay. In the absence of timely communication, the exemption will produce effects from the moment the communication reaches the other party, who can suspend the fulfilment of its obligations starting from the date of the communication.

## **8. Applicable law and Competent court**

8.1. Although not contemplated and governed by the present contract, exclusive reference will be made to the rules of Italian law with express waiver of the application of different laws.



40132 Bologna (ITALIA)  
Via della Salute, 85/10 bcd  
Tel. (+39) 051-4144811  
Fax (+39) 051-406158  
E-Mail: info@sistemp.com  
Http://www.sistemp.com

Cod. Fisc. e P.IVA IT 01188760373  
R.E.A. Bo 240627  
Capitale Sociale € 46.800,00 i.v.  
Export M BO 002643  
Iscritta al n°01188760373 Reg. Imprese



---

**PROGETTAZIONE E COSTRUZIONE COMPONENTI PER L'AUTOMAZIONE PNEUMATICA**

---

8.2. The parties agree that the only competent court for any dispute relating to the execution and/or termination and/or interpretation of the present contract is the Court of Bologna.

**9. Data protection**

Our customers are informed that the processing of their personal data by Sistem Pneumatica, owner of the processing itself, will take place in compliance with the legislation referred to in the EU Regulation num. 679/2016 (GDPR). In this respect, the privacy policy is freely available online on the website of Sistem Pneumatica at the web address: <https://www.sistemp.com/informativa-privacy-clienti-fornitori/>.