

SALES GENERAL CONDITIONS

1. OFFERS AND PURCHASE ORDERS

Unless otherwise specified, the seller's offers retain their validity for a period of 30 days. All orders must specify for each item ordered, the quantity and the article's Part Number of the seller, using the special abbreviations that make up the article.

The orders are always firm and binding for the client. Orders, whether they are made by an agent or directly, are valid only if approved by the seller. We do not accept cancellations of order if not agreed and in any case the seller can claim the right to compensation for any expenses suffered for such cancellation. The seller does not accept orders that involve penalties.

For rental orders of Optec facilities, any cancellation or rescheduling of the booked service must be notified in writing no later than two (2) working weeks before the agreed date. Failing such notice, the customer shall be charged the full agreed amount for the rental service.

2. PRICES

We mean those applied on the date of acceptance of the order. If increases in materials, labor or other cost elements occur during the supply, the seller remains entitled to adjust its prices from the date on which these increases occurred.

3. DELIVERY

Delivery is deemed to have occurred when the goods are made available to the customer or with the remittance to the carrier / shipper.

4. TERMS OF DELIVERY

It is understood that the delivery terms indicated in any case, while being respected as far as possible, are always and only informative and that the seller assumes no responsibility for damages resulting from delays in delivery. Without being in any way obliged to pay any indemnity, the seller reserves the right to either extend the delivery time or to terminate the contract in the following cases:

- circumstances of force majeure such as total or partial strikes, lack or insufficiency of motive power, fire in its factories or in those of its sub-suppliers, and in another event not dependent on its cause;
- inadequacies, inaccuracies or delays on the part of the customer in the transmission of the information necessary for the execution of the order;
- any changes accepted after receipt of the order;
- difficulty in raw materials procurement;
- default on payment terms by the client.

5. INVOICING

Invoices are considered fully accepted if they are not rejected within eight days of their arrival. The customer can not, under any circumstances, refuse the receipt of the goods and must always make the payment, except to subsequently assert its possible reasons (solve et repetere).

6. SHIPMENT

Shipments are always understood to be carried out on behalf of the client, and at their own risk, even when the destination is granted. Complaints for any tampering or shortages of materials must always be presented by the recipient to the carrier, the goods are not covered by insurance of any kind unless expressly requested and on behalf of the purchaser.

The seller will take into consideration claims related to trade in types and quantity differences only if submitted in writing within eight days from the date of receipt of the goods and, in case of difference in quantity, if accompanied by the gross weight of the package detected upon arrival. In the absence of instructions from the customer, the seller declines any and all responsibility for the choice of means of transport, both for the rates charged by carriers and shippers. Unless expressly agreed otherwise, all transport costs from the seller's premises are the responsibility of the customer. If it is agreed that the transport costs are also only partially borne by the seller, it can use the cheapest means of transport and, if prescribed a different means, the greater expenses will be borne exclusively by the customer.

For direct collection by the buyer, the goods will be kept available in the vendor's warehouses for a maximum of 5 days, after which the same will deliver to the port assigned to the carrier or shipper that he considers most suitable.

7. PAYMENTS

Payments must be made directly to the seller and at his domicile. In any case, they can be collected by the agents only upon presentation of relative delegation or authorization. The only forms of payment allowed are those agreed upon when the seller accepts the order. Any payment made in place or otherwise than the agreed one will not be considered valid. Once the established payment term has elapsed, without prejudice to the right to demand payment, the seller will count on the credit of the default interest in the measure currently applied by leading Italian banks for short-term financing, without the need for any particular notice. Any payment for checks and bills of exchange is accepted subject to collection and not to credit. In case of delay or non-payment by the client, who will not be entitled to compensation or compensation of any kind, except for any other right of the seller. Any dispute concerning products in progress or ready for shipment or already shipped or in the possession of the customer, does not free this from the obligation to withdraw the entire quantity of product ordered and in any case from making the payment at the established expiration date.

8. SPECIFICATIONS AND DRAWINGS

Everything will be done so that the descriptions, drawings and other information in the correspondence, in the catalogs, etc., are accurate, but will not be assumed by the seller any responsibility for inaccuracies that may exist in such documents.

9. CLAIMS

The warranty is limited to the repair or free replacement of the parts recognized by the seller as defective. The recipient of the goods must report defects and troubles in writing within eight days of receipt, by email ma@optec.eu or via the form on the site www.optec.eu. The replacement of defective goods will take place as soon as possible.

- Optec Plant 1: Via Mantegna 34, 20015 Parabiago (MI), Italia
- Optec Plant 2: Via per Inveruno 103/C, 20038 Busto Garolfo (MI), Italia
- Tel. +39 0331 021815 / Fax +39 0031495091
- Internet: <https://www.optec.eu/>
- E-mail: info@optec.eu
- VAT IT01138480031
- Società con socio unico soggetta all'attività di direzione e coordinamento di GRM Holding srl

Arbitrary returns of goods will not be accepted in any way. The complaint can never give rise to the cancellation or reduction of orders by the customer, much less to the payment of compensation by the seller, the warranty lapses if the parts returned as defective have been tampered with, even if in the attempt to repair them.

The warranty does not cover damage or defects due to external agents, choice of the unsuitable type, assembly error or other causes not attributable to the seller. The seller does not assume any responsibility for damages deriving from accidents of any kind to people or things that may occur due to or linked to the use of its products even if recognized as defective by the seller itself, and this also during the execution of the tests.

10. REGULATORY LAW OF THE CONTRACT

This order is governed by Italian law

11. LEGAL DOMICILE AND JURISDICTION

The legal domicile of the seller is intended to be elected at the legal office of NOVARA, Via Scavini 2 / A; for every controversy the only competent forum is that of Novara.

12. DEROGATION FROM GENERAL CONDITIONS OF SALE

Any exception or variation to these general conditions of sale must be explicitly confirmed and accepted in writing by the parties.