

General terms of supply

Preliminary information

These General Conditions will be applied upon acceptance, in writing, of the order by Rosa Sistemi S.p.A.

Any changes made to the General Supply Conditions must be accepted in writing.

The object or objects that must be supplied with these General Conditions are indicated in this document as the "Product".

Where these General Conditions indicate the term "in writing", this will mean by document signed by the parties, by letter, fax, e-mail and by other means eventually agreed by the parties themselves.

Product information

All information and data contained in the general documents relating to the products and in the price lists, in electronic format or of any other type, are binding only according to the terms expressly indicated in the contract.

Drawings and descriptions

All drawings and technical documents relating to the Product or its manufacture delivered from one side to the other, before or after the establishment of the contract, will remain the property of the transmitting party.

The drawings, technical documents or other technical information received from one of the parties must not be used, without the permission of the other party, and for purposes other than those for which they were supplied. Without the consent of the issuing party, they cannot be used, copied, reproduced, transmitted or communicated to third parties.

Rosa Sistemi S.p.A. will not be obliged to provide construction drawings of the Product or its spare parts

1) Contract

The order is accepted only after written confirmation by Rosa Sistemi S.p.A. by order confirmation. In the case of verbal order, only after the customer has signed the order confirmation sent by Rosa Sistemi S.p.A. .. Until then, any offer and / or quote by Rosa Sistemi S.p.A. they are not to be considered binding. In the event that the order confirmation contains variations to the order or other clauses, they are considered accepted if the customer does not declare his non-acceptance within 15 days of receipt of the order confirmation. Any subsequent change requested by the buyer does not bind Rosa Sistemi S.p.A. unless it is accepted in writing by the latter. The buyer cannot transfer the contract to third parties without the written consent of Rosa Sistemi

S.p.A. .

2) Delivery

Unless otherwise stated, the delivery time specified in the Order Confirmation is intended to be indicative. In any case the delivery times indicated in the Order Confirmation will be suspended automatically in the event of non-payment by the buyer of the installments previous the delivery indicated in the Order Confirmation. The delivery term is considered respected in any case when the the product supplied has left the factory within the agreed term or the availability for shipment has been communicated to the buyer. Rosa Sistemi S.p.A. is entitled to carry out partial shipments. The delivery term may be extended due to events outside the control of Rosa Sistemi SpA, such as strikes, floods, fires, delays of sub-suppliers, suspension of production activities, temporary and / or total lack of power in the establishments and other causes of force majeure. Rosa Sistemi S.p.A. has the right to partially or fully terminate the contract, in the event that the aforementioned causes of force majeure prevent or delay the execution of the contract and / or delivery of the Product, without the purchaser being able to demand compensation or compensation of any nature.

3) Shipping

Rosa Sistemi S.p.A. sends the Product at the risk and expense of the purchaser, unless otherwise agreed in writing. In this case, any agreed commercial terms will be interpreted according to the INCOTERMS in force at the time of the contract.

In case of delivery in which specific shipping methods are not agreed, the delivery will be ex works (EXW) Rosa Sistemi S.p.A. . even if the product is delivered via Rosa Sistemi S.p.A. .

4) Testing

If the nature of the supply or the Order Confirmation so require, Rosa Sistemi S.p.A. and the purchaser will proceed with the testing of the supply at the Rosa Sistemi S.p.A. . The positive outcome of this test will result in the final acceptance by the purchaser of the supply and the forfeiture of the possibility of contesting defects.

5) Ownership reservation

The Product remains the property of Rosa Sistemi S.p.A. until it has been paid in full and this reservation of ownership will be valid in accordance with applicable law. The purchaser must undertake and take the necessary measures to protect the property of Rosa Sistemi S.p.A. .

The reservation of ownership will have no effect on the transfer of the risk indicated in Article 3 above.

6) Guarantee

The buyer must check the goods received at the time of delivery and report any obvious defects within two weeks of delivery. By that date the buyer must also report any supply, quantity or model errors. Any dispute must be made in writing and forwarded exclusively to Rosa Sistemi S.p.A. .

The purchaser must also contest any defects or deficiencies of quality within two weeks of discovery in writing in accordance with the above. Within the limits established by this clause, Rosa Sistemi S.p.A. undertakes to repair any construction defects that occur during the warranty period set at 12 (twelve) months, which will run from the date of delivery.

The obligations arising from the warranty expire in the event of suspension or delay by the purchaser of the agreed payments and the failure to return within 30 days from the date of shipment, a copy of these General Supply Conditions duly stamped and signed by the purchaser for acceptance .

Excluded from the warranty are deficiencies and defects due to normal use of those parts which are by their nature subject to rapid and continuous wear, deficiencies deriving from the use of tools, accessories, equipment, not supplied by Rosa Sistemi S.p.A. as well as the improper use of the Product.

In order to be able to make use of the guarantee right, the purchaser, upon the occurrence of the defect, must promptly give written notice exclusively to Rosa Sistemi S.p.A. no later than 8 (eight) days from discovery and allow Rosa Sistemi S.p.A. , if deemed necessary, to carry out any inspection, intervention or repair which it deems necessary. The buyer is responsible for sending to Rosa Sistemi S.p.A. the defective Product, covered by warranty, for its repair or replacement. The warranty obligation, as provided in this clause, is considered fulfilled with delivery to the purchaser of the Product properly repaired or replaced. During the warranty period, labor costs, for the duration of the intervention only, are borne by Rosa Sistemi S.p.A. .

Travel and transportation costs are the responsibility of the buyer.

Any liability by Rosa Sistemi SpA is expressly excluded, due to manufacturing defects, other than the replacement of parts or the technical assistance described above, with the express exclusion of the compensation of different direct or indirect damages and in particular the damage caused by failure to production.

7) Disputes and Applicable Law

Any dispute that may arise between Rosa Sistemi S.p.A. and the purchaser will be subject to the exclusive jurisdiction of the Court of Milan branch of Legnano, as the forum of the seller.

Each sale made by Rosa Sistemi S.p.A. it is subject exclusively to Italian law.

For acceptance (the buyer)

I declare to have read carefully, understood and well as to accept the above General Conditions of Supply and in particular the following clauses:

1) Contract 2) Delivery 3) Shipping 4) Testing 5) Ownership Reservation 6) Guarantee; 7) Disputes and Applicable Law.

For acceptance (the buyer)