

# SALE CONDITIONS

## General sale and supply conditions

These general sale and supply conditions regulate the contractual relation deriving from acceptance by FAET S.r.l. - registered offices in Milan, Via Pavia 8, VAT N° IT06220980152 - of the proposal/purchase order from the customer, and substitute versions contained in previous catalogues. By sending the order in, all these sale conditions are considered accepted by the buyer.

These general sale conditions are updated on the date of issue of the Catalogue. FAET reserves the right to change their general sale conditions. The latest version of said conditions, in any case, will be published on the website at [www.faet.net](http://www.faet.net). Therefore, the customer is obliged, when sending in the proposal/purchase order, to check the text of the general sale conditions in force at that time.

All descriptions and illustrations contained in the FAET hard copy catalogue have the sole purpose of giving the customer a general idea of the products or items, and are not to be considered an essential part of the contract between FAET and the customer. Unless otherwise specified in the catalogue, the dimensions and other physical characteristics are subject to normal commercial tolerances. In any case FAET reserves the right to make changes in relation to changes made by manufacturers of the products or items in the catalogue, as well as the right to terminate the offer of any product, at any time, without prior warning. We advise Customers to check the latest supply specifications on the website at [www.faet.net](http://www.faet.net).

Unless otherwise indicated, the procedures for using the item or product purchased refer to normal use in the electromechanical industry. It will be the customer's responsibility, beforehand, to check that the product or item is suitable for the way they intend to use it.

Products or items provided by FAET have not been tested for applications in special fields: medical, food, nuclear, aeronautical, or - in general - any applications subject to specific safety standards. FAET will not be held responsible for particular uses that go beyond those indicated in the

technical specifications for the product in question.

These general sale conditions do not apply to product or item exportation outside of Italian territory. For these purposes, different contractual conditions are applied. If products or items are provided by FAET to the customer in Italy and are subsequently intended for exportation, it will be the customer's responsibility to comply with exportation regulations between Italy and the destination country.

## **Prices**

The prices indicated in the catalogue are to be considered net of VAT. The selling party reserves the right to change the prices indicated in the catalogue in relation to the effect of new costs and/or charges of various nature. In any case, the price defined and communicated at the time of the order through the Order Confirmation will be considered the valid price.

Changed or updated prices will be available immediately after changing on the website at [www.faet.it](http://www.faet.it)

## **Purchase order**

The minimum processable order is euro 150 for Europe and euro 250 for extra Europe (net of discounts, VAT, and excluded costs).

For products in the Catalogue, Faet will consider the order received from the Customer as an immediately executive order, without the need for further formal acceptance. In case of items or supplies of material not listed in the Catalogue or manufactured to the customer's specifications, or for amounts that are particularly relevant, acceptance of the order and its execution will be subjected to prior and binding formal acceptance by the Customer of the Offer document sent by Faet.

## **Country of origin**

Unless otherwise specified, in written form, by the customer, the information contained in the Catalogue does not form - nor must be intended as - a declaration of the country of origin, or preferential origin, of manufacture, or production or of assembly of the products or any part thereof.

## **Transport, delivery and transfer of risk and property**

Unless otherwise specified by the Customer in the order, shipments will be made by our appointed courier, with the cost included in the invoice.

The selling party will choose the courier in relation to the weight and dimensions of parcels, except in the case of a different delivery service specifically requested by the customer and agreed with FAET.

By passing the goods over to the courier (or directly to the customer if they decide to collect the goods personally or through their own appointed courier from our warehouse), the selling party fulfils their obligations in terms of delivery, and ownership of the goods is transferred to the buyer. The delivery is considered complete on the day in which the goods leave our warehouse. If the delivery is found to be even partially impossible, this will not result in a right to damage compensation, as the terms of delivery are not to be considered an essential part of the contract, but rather as mere indications and presumptions.

FAET reserves the right to change the cost of shipping in the period of validity of the Catalogue, and to publish new rates on the website at [www.faet.it](http://www.faet.it)

Unless otherwise agreed, the delivery will be addressed to the domicile that the customer specifies in the order.

## **Examination of products**

### **1. Receipt of damaged parcel. Signature with motivated reservations.**

On receiving the shipment, if there is evident damage to the parcel (for example, pierced packaging, packaging or adhesive tape belonging to the courier and not Faet's original material, wet package, open parcel, etc.), it is necessary to apply a signature with Reservations, specifying the reason.

**These reservations with specified reason**, must be indicated before signing the receipt.

(For example: "Signature with reservations owing to damaged parcel").

Failure to specify reservations and/or the reason, will result in the impossibility - where required - to open a damage claims procedure with the courier.

We suggest taking pictures of the shipped goods in question.

If the courier refuses to allow you to indicate reservations, it is necessary to refuse the shipment, promptly notifying our Customer Service.

## **2. Checking the goods received, and possible complaints.**

The customer is required to examine the received goods accurately (quality and quantity) at the time of delivery, and to notify FAET - in detail and within 8 (eight) days of the delivery - of any defects found - or to be found - as an outcome of said inspection, or to make any other type of complaint in relation to the products. If the customer does not make the aforementioned notification, the items will be considered definitively accepted and compliant with what was requested in the order, notwithstanding the possibility, achievable within and no later than 1 (one) year of the delivery, to file complaints concerning non-apparent defects, as long as the corresponding report has been made within 8 (eight) days of its discovery (in compliance with what is indicated in article 1495 of the civil code).

## **Returns**

In the case of returning goods, the Customer must contact our Quality Service (Tel. 02 89231601), or send a request to [returns@faet.it](mailto:returns@faet.it). The quality service will send the Customer a form to fill out, where they must specify the items and quantities to be returned, and the reason. The form will be examined by Faet, and within 2 working days at the most, the Quality Service will send the Customer the number returns acceptance form, with all the specifications to follow.

### **Any returns made without written consent from Faet will be rejected.**

Returned items must not be used, and must therefore be returned in the same conditions in which the customer received them.

Returns are not permitted on goods manufactured to the Customer's specifications, or for materials out of the Catalogue and provided by Faet at the Customer's specific request, except in the case of a mistake by Faet.

Returned items must be sent to Faet under the customer's care, expense and risk (except in the case of a mistake by Faet).

The products must be suitably packed and shipped to Faet Srl Via Galilei

5 - 20089 Rozzano. Products returned to Faet's registered offices will be rejected. The transport document for the returned goods must indicate the return number assigned by Faet (Returns Form).

## Returns under guarantee

In the case of a malfunction or original defects in the product, in spite of correct and diligent use by the customer, Faet will replace products after adequate internal verification or verification by the manufacturer. If this is not possible, Faet will refund the purchase price, without granting the customer any further right to further compensation or damage claims. Defects in the product, in any case, must be reported within 12 (twelve) months of the date of delivery, and anyway within eight days of their discovery. The procedure to be followed refers to the instructions provided for returns in the previous point.

**Important: investigation times and replacement policies under guarantee vary in relation to the manufacturer. Some manufacturers also provide a service that makes repairs under guarantee. Faet will be responsible for notifying the Customer of the policy applied by the manufacturer. Before inspection by the manufacturer, it will not be possible for Faet to make any replacement under guarantee.**

## Payments

Shipment of orders by Faet take place following receipt of payment by Bank transfer in advance.

For regular customers, Faet can agree a bank transfer at 30 days as alternative payment, when decided with our Customer Service.

In the case of payment orders with expiry in the month of August or December, the deadline is to be considered postponed to the 10th day of the following month.

In case of delays in payments, overdue interest will be considered, at the prime rate in force on expiry of the payment, increased by 5%, with the addition of bank expenses on returns (calculated as € 25).

If the Customer fails to meet the terms of payment, FAET will have the right to suspend supplies in progress or to request full payment in

advance on said supplies.

## **Copyright and patents**

FAET hereby notifies the customer that the items listed in the Catalogue or on the website may be subject to patents, trademarks, copyright, or other industrial or intellectual property rights owned by FAET or by third parties.

FAET owns the copyright on the Catalogue as a whole (including photographs of the products), and integral or partial reproduction thereof is prohibited without prior written consent from FAET.

## **Processing personal data**

FAET processes its customers' personal data in compliance with legal requirements and in order to ensure effective management of commercial relations, in accordance with the procedures and purposes specified in the document published in the Privacy Documentation section of the website at [www.faet.it](http://www.faet.it).

## **Competent court**

For any possible controversy, the Court of Milan is considered competent.