

General terms of on-line sale for products commercialised by SACE s.r.l. a Socio Unico on the site sace-srl.com/shop

The present general terms of sale, available on the site [//sace-srl.com/shop](http://sace-srl.com/shop) (hereinafter "Site") for download and reproduction pursuant to art. 12 Italian Legislative Decree n. 70/03, apply exclusively to on-line sales of products commercialised by SACE s.r.l. a Socio Unico (hereinafter "Products") remotely via the telematic network on the Site, which belongs to SACE s.r.l. a Socio Unico, with registered office in Borgonuovo di Sasso Marconi (BO), Via Cartiera n. 154, tax code 01698441209, REA BO-364057, share capital € 100,000.00, email info@sace-srl.com (hereinafter "SACE").

1. Scope

1.1 The present general conditions apply solely to the on-line sale, as described above, of the Products from SACE to the clients, whether juridical persons or sole traders (hereinafter "Client").

The Client acknowledges that SACE will not stipulate, via the Site, contracts of sale of the Products to persons who are not Clients as defined above.

The Client acknowledges that SACE reserves the right to cancel contracts of sale stipulated via the Site with Clients whose premises are located outside the European Union or who request that the Products be delivered to territories outside the Union, should such sales incur, at SACE's sole discretion, operative, bureaucratic, administrative, customs or other inconveniences.

1.2 The on-line sale of the Products is governed exclusively by these general terms of sale and the details, including price, terms of payment and delivery times, specified in the summary email order confirmation.

1.3 SACE reserves the right to update, supplement and otherwise modify these general terms of sale, to take effect for any sales stipulated subsequent to the publication of the new version of the general terms of sale on the Site, which itself constitutes sufficient notification of said modifications.

The Client acknowledges that the present general terms can be downloaded from the Site and gives his consent for SACE to send him email copies of the same or the link to view them.

1.4 The present general terms of sale must be reviewed by the Client prior to each purchase and are understood to be fully known to and unconditionally accepted by the Client when he checks the field "I accept the General Terms of Sale without reservation" and that of specific approval of some clauses pursuant to art. 1341 and 1342 c.c. within the form of purchase of Products on the Site.

1.5 To buy the Products on the Site, the Client must first register by filling in the provided registration form and completing the attendant procedure on the Site, including the creation of his personal credentials (user name and password), which will be communicated to him by email.

The Client agrees not to transfer said credentials to third parties and to keep them with care and diligence, and that he alone is responsible for keeping and using them.

The Client accepts as his own all purchases made with his credentials.

Should he lose his credentials, the Client will notify SACE immediately to delete the lost credentials and issue new ones.

1.6 The Client is solely responsible for the correctness and completeness of his identifying data and all data entered in the registration form and purchase form, and relieves SACE of any and all liability in this regard.

In particular, the Client agrees that he will receive communications regarding his purchases on the Site by email to the address indicated in the registration form, unless otherwise indicated in these general terms of sale.

1.7 SACE declines any and all responsibility for information, documents and materials published on the site by third parties, also when such content is made available to the Client as part of a publicity service offered by SACE.

1.8 The Client acknowledges that SACE cannot be held liable to the Client in any way for the suspension or interruption of the operation of the Site, internet or telephone lines.

2. Conclusion of the on-line sales contract

2.1 In order to purchase the Products on the Site, the Client must enter his credentials and then scrupulously follow the instructions and procedures described on the Site and in these general terms of sale.

2.2 During the purchase procedure, the Client will be required to review the following information and conditions, as published on the Site:

- I)* characteristics of the Products, as described in the individual product data sheets;
- II)* price of the Products, detailing any applicable taxes, shipping costs and other charges;
- III)* means and terms of payment of the price of the Products;
- IV)* means and terms of delivery of the Products;
- V)* any other relevant information published on the Site.

2.3 SACE will describe and present the Products on the Site as completely and transparently as possible. The Client acknowledges and accepts that the photographs and descriptions of the Products presented on the site may be slightly incomplete, imprecise or different from the Products delivered. In particular, the Client acknowledges and accepts that the photographs and videos of the Products published on the Site are purely illustrative. The Client has the right to access the Site to view and purchase the Products and that the Site and its contents are protected by intellectual property rights and may not be used for any other and particularly commercial purpose.

2.4 The contract of on-line sale of the Products on the Site is concluded when the Client clicks on “confirm order” (which comprises acceptance of the offer to the public made by SACE on the Site) at the end of the purchase procedure.

Following the conclusion of the contract of sale, the Client will receive an email from SACE detailing the terms of the contract (called the “order”), containing the number, date and time of the order, the type, quantity and price of the purchased Products, taxes, shipping costs and any other charges, the delivery terms and address, the invoicing address and a link to these general terms of sale and the privacy notice.

The Client agrees to check the personal information contained in the email and notify SACE immediately if any corrections are needed.

2.5 The Client acknowledges and accepts that the availability of the Products commercialised on the Site refers to the effective availability at the time he makes the purchase. This availability must be considered illustrative, since, due to the fact that several Clients may be using the Site at once, the Products in question may be purchased at the same time by other Clients, and SACE has no way to prevent this happening. Should this occur, the Products are purchased by the Client whose order is first booked by the Site's system.

When this occurs, SACE notifies the Client whose order was registered after the first, as soon as the Products are found to be totally or partially unavailable, and the Client may cancel the contract of sale within 14 (fourteen) days from the said notification by email, in writing by registered post with return receipt or certified email. The Client in this case must return any Products he has already received at his own expense, while SACE must reimburse the payment made by the Client, without the Client having any right to reimbursement for damages or other indemnity.

3. Deliveries

3.1 The Products will be delivered to the address indicated by the Client in the purchase form.

3.2 SACE will make every effort to deliver the Products within the term stated and published on the Site, which is illustrative and not binding; note that the days run from the date at which SACE sends the Client the email order confirmation.

3.3 SACE will report any delays in delivery to the Client and notify him of the new date of delivery. Should the Products fail to be delivered within 14 (fourteen) days of the date of the email order confirmation, the Client may cancel the purchase contract, in writing by registered post with return receipt or certified email to SACE, who will reimburse the payment made by the Client, without the Client having any right to reimbursement for damages or other indemnity.

3.4 SACE will not be liable for lacking or delayed delivery due to force majeure, fortuity or justified motive, including, without limitation, strikes, civil disturbances, labour disputes, lack of raw materials, electrical power failure, fire, machine downtime and any other cause not under the control of SACE.

3.5 The Products will be delivered by the express courier charged to do so by SACE, with the risks of shipping borne by SACE.

3.6 The Client acknowledges and accepts that SACE will deliver the Products exclusively after having received full payment, and will suspend deliveries in case of lacking or irregular payment by the Client pursuant to the terms and conditions set out in art. 4 below.

4. Payment methods

4.1 The Client may pay the purchase price of the Products with the means indicated on the Site, including the credit cards indicated on the Site, bank transfer and PayPal.

The payment and the data communicated by the Client when making it are transmitted on secure lines. The security of credit card payments is guaranteed by the VBV (Verified by VISA) and SCM (Security Code Mastercard) certificates.

4.2 The price must be paid at the time of purchase.

If the Client pays by bank transfer, after he clicks "confirm order", he will receive an email containing the bank data for the transfer, which must be issued immediately for the amount to be credited to SACE's account within 5 days of conclusion of the contract of sale.

4.3 Failure to pay the price within 5 (five) days of the term pursuant to art. 4.2 confers the right on SACE to cancel the contract of sale, in writing by registered post with return receipt or certified email, without formal notice.

5. Prices

5.1 All prices of sale for the Products indicated on the Site are in euro, net of VAT, and include standard packing charges.

Should the Client request special packaging, he must bear the attendant expense as indicated in the course of the purchase procedure.

5.2 The transport costs are included in the purchase price solely for deliveries within Italy (including San Marino), unless otherwise indicated on the Site for specific Products.

For deliveries made outside Italy, the transport costs are added to the purchase price and are borne by the Client.

In all circumstances in which the transport costs are charged to the Client, said costs are indicated and calculated in the course of the purchase procedure.

5.3 The Client acknowledges that SACE may change the prices of the Products at its own discretion and at any time. It remains clear that SACE may not change the prices indicated on the Site at the time of purchase and in the email order confirmation.

5.4 In case of computer, human, technical or any other type of error resulting in substantial change, not envisaged by SACE, to the price or quantity of the Products, SACE will notify the Client as soon as it discovers the error and either party may cancel the contract of sale within 14 (fourteen) days of said notification, in writing by registered post with return receipt or certified email. The Client in this case must return any Products he has already received at his own expense, while SACE must reimburse the payment made by the Client, without the Client having any right to reimbursement for damages or other indemnity.

6. Right of cancellation

6.1 The Client may cancel the purchase contract without penalty and without stating the reason for doing so within 14 (fourteen) days from the date of reception of the Products.

The Client who wishes to exercise his right of cancellation, must notify SACE of his decision to do so in writing by registered post with return receipt or certified email.

6.2 Should he exercise his right of cancellation, the Client must return the Products no later than 14 (fourteen) days of the date of said notification to SACE's registered office in via Cartiera 154, Borgonuovo di Sasso Marconi (BO).

All risks, expenses and costs attendant on returning the Products will be borne by the Client, with the exception of the first return, the costs of which will be borne by SACE as a promotional initiative, while the risks and expenses of transport will still be borne by the Client.

6.3 The Products must be returned in perfect order, in their original packaging, complete in all parts (including packaging, documentation and any accessories: manuals, cables, etc.) and complete with their accompanying fiscal documentation. On condition that the above terms are satisfied, SACE will reimburse the Client the full amount of his payment within 14 (fourteen) days of reception of the returned Products, in addition to any documented shipping costs for the first return.

SACE may suspend reimbursement of the price until it has verified the condition of the returned Products.

6.4 SACE will reimburse the Client with the same means of payment used by the latter in purchasing the Products.

In case of payment by bank transfer, the Client exercising his right to cancellation must provide SACE, in the “contacts” section of the Site, the bank data (IBAN, SWIFT and BIC) required for SACE to effect the reimbursement.

7. Warranty

7.1 SACE guarantees the conformity of the Products to their technical characteristics declared on the Site and their immunity from defects, as well as their safety according to standards in force at the time of their commercialisation.

7.2 SACE grants the Client a warranty of 12 (twelve) months for defective conformity of the Products; the warranty runs from the date of delivery and is recognised on notification of the defect within 1 (one) month of discovery, on pain of forfeiture.

7.3 The Client must proceed as follows in exercising his rights under the warranty:

- I)* the Client must report the defect using the “Warranty Form” ([download](#)) completed in full as described at point *ii)*, by email to warranty@sace-srl.com, attaching photographs of the defective Product and of its nameplate;
- II)* if the warranty is recognised to be current, SACE will send the Client an email containing the claim number, and authorise him to send the defective Product to SACE's registered office;
- III)* once he receives authorisation to send the Product, the Client may send it to SACE, accompanied by a copy of the claim form complete with claim number and specifying “repair under warranty” on the shipping bill.

The Client acknowledges and accepts that Products sent for “repair under warranty” without having received the claim number, which constitutes SACE's authorisation to ship, will be returned to the sender at his expense.

7.4 For justified, timely claims, SACE will make the repairs in good time.

SACE will decide at its discretion whether to replace or repair the Products it recognises as defective without charge for the Client, with the exception of the transport costs, which will be borne by him.

7.5 Should SACE deem the warranty not to be current, it may propose the repair job to the Client who will decide whether to accept the quote and entrust SACE with the work, have the Product returned to him unrepaid at his own expense, or have it scrapped at his own expense.

7.6 Repairs done under warranty do not extend the term of the warranty or renew it.

7.7 The warranty does not cover the following cases:

- I)* the Product is returned without its identifying label;
- II)* the Product has been installed or used improperly, incorrectly or in any way not envisaged in the provided instructions or with normal diligence;
- III)* the Product has not been subjected to proper maintenance as indicated in the user and maintenance manual or any other information or instruction provided by SACE and the manufacturers;
- IV)* the Product has been modified without written advance authorisation from SACE;
- V)* the Product is returned disassembled, tampered with or altered in any way;
- VI)* the Product has been damaged by blows, impact or other damaging events;
- VII)* the electrical parts of the Product have been subjected to excessive voltage differentials or hooked up incorrectly.

8. Responsibility of SACE

8.1 SACE is exclusively responsible for the good operation of the Products, components and hydraulic/electronic equipment it provides with reference to the characteristics and performance expressly indicated on the Site.

8.2 SACE declines all liability for damage or injury of any kind, whether direct or indirect, which is not attendant on the use legitimately expected at the time of manufacture of the Products.

8.3 SACE declines all liability for any defective operation of machines and systems made by the Client or third parties using the Products, even should the individual Products have been connected in conformity with the diagrams and drawings provided by SACE.

The Client, the constructor of the machine/vehicle on which electronic controls running software developed by SACE are installed, is fully responsible for any prejudicial consequences for persons and property resulting from the use of said machine/vehicle.

SACE, is thus not liable for any direct or indirect consequences of failures or malfunctions of the machine/vehicle on which the SACE product is installed.

The Client must run an adequate risk assessment and evaluation of the suitability of the Products for assembly on his machine/vehicle or its parts, and apply all measures to safeguard the occupational safety of his staff and facilities envisaged in the applicable standards, as well as enacting all measures to guarantee and safeguard the safety of the machine/vehicle constructed with the Products.

8.4 The Client agrees to indemnify and relieve SACE of all requests and legal actions initiated against SACE by the end user and third parties in general in relation to alleged defects of the Client's machine/vehicle.

The Client further agrees to indemnify and relieve SACE of any requests and legal actions initiated against SACE for any alleged violation of exclusivity, industrial property and intellectual property rights relating to the Client's machine/vehicle.

8.5 Subject to unlawful intent or gross negligence, SACE is not liable for direct or indirect damages of any kind or title resulting from the use or non-use of the Products sold on the Site, including without limitation loss of business, suspension of the Client's activity, loss of earnings, damage to the Client's or third party assets, third party damages, etc.

In any case, SACE's liability in relation to the Client will not exceed the price paid by the Client in purchasing the Products.

9. Integrality

9.1 The present general terms of sale are composed of the entirety of their component clauses.

9.2 The eventual nullity of one or more clauses of these general terms of sale does not nullify the other clauses.

10. Applicable law and jurisdiction

10.1 The present general terms of sale and the consequent contracts of on-line sale of SACE Products are subject to Italian law.

10.2 Any controversy between the parties which cannot be settled in amicably, relating to the validity, execution, interpretation or cancellation of the present general terms of sale and the consequent contracts of on-line sale of the Products, will be subject to the sole jurisdiction of the Court of Bologna.

