



10/2020

**1. TERMINOLOGY AND DEFINITIONS**

Upon the present General Sales and Contract Terms the following definitions are considered valid.

**CUSTOMER:** the User who requests Eurofork the supply of the Product, assuring, through the formulation of the Purchase Order, that the purchase of the PRODUCT happens exclusively for professional purposes, meaning relative to his own working activity, with subsequent non-applying to the Contract of the norms, primary and/or secondary and/or national and/or international, protecting the users.

**PRODUCT:** the Product supplied by Eurofork, included or not included into Eurofork catalog, as viewable on the website [www.eurofork.com](http://www.eurofork.com).

**QUOTE:** the proposal of Product supply, together with the Supply Volume and/or to the Customer Sheet and/or any other descriptive and/or illustrative document of the Product, with the specification of the sales terms, eventually in dispensation to the present, mean inclusions, documentation, warranty, delivery, pick-up, transport, packaging, price, payment, Offer validity and notes.

**PURCHASE ORDER:** the request of Product supply formulated by the Customer to Eurofork in acceptance and/or dispensation of the Quote.

**CONTRACT:** each contract having as a reference the supplying of the Product according to terminology and definitions described in the General Sales Terms and/or in the Quote and/or in the Purchase Order confirmation, adequately signed by Eurofork.

**PARTIES OF THE CONTRACT:** Eurofork S.p.A., P.I. 07953860017, with registered operative office in Via Roma, n. 93, 10060 Roletto (TO), Italy and the Customer.

**WORKING DAY:** any day different from Saturday, Sunday or National Holiday in Italy.

**2. EFFECTS AND MODIFICATION OF THE GENERAL SALES TERMS**

The Contract between Eurofork and the Customer is regulated exclusively by the General Sales Terms, excluding any other agreement, if not expressly agreed in written form.

The General Sales Terms are applied to each concluded Contract, to the senses of the successive article 3, in successive date to their publication.

The General Sales Terms can be modified without any notification and have validity from the date of publication on the internet website [www.eurofork.com](http://www.eurofork.com)

**3. EUROFORK QUOTE AND PURCHASE ORDER OF THE CONTRACT**

Eventual requests for quotation, submitted by the Customer to Eurofork, do not represent in any case an executive order of supply. Following such requests for quotation, Eurofork will exclusively provide the Customer with information relevant to the received request for quotation.

Eurofork's Offer consists in the proposal of supply of the Product completed with Supply Volume and/or Customer Sheet and/or any other descriptive and/or illustrative document of the Product, with specification of sales terms, eventually in dispensation to the present, meaning inclusions, exclusions, documentation, warranty, delivery, pick-up, transport, packaging, price, payment, validity of Offer, and notes.

The Offer considered valid and binding for Eurofork exclusively if it is done in writing, signed by authorized personnel and submitted via fax or via e-mail in pdf format.

The Customer's Purchase Order must be sent to Eurofork before the Offer's validity expiration and it is considered valid exclusively if received in writing, signed by authorized personnel, and transmitted via fax or via e-mail in pdf format.

Any modification requested in the Purchase Order, and not specified in Eurofork Offer, gives Eurofork the right to modify the delivery date and/or the price of the Product, and notify this variation in the Purchase Order acceptance document. Such modifications will be considered accepted by the Customer if not disputed within 5 days from the date of receipt of the Purchase Order's acceptance.

The acceptance of the Purchase Order is intended valid and binding for Eurofork exclusively if done in writing, signed by authorized personnel and transmitted via fax or via e-mail in pdf format.

If the Purchase Order's acceptance contains modification to the Purchase Order or to its clauses, they are considered accepted whenever the Customer does not declare within 10 days to not accept the proposed modifications. Any change successively requested by the buyer does not bind EUROFORK, unless it is expressly accepted by the latter. Whenever the Customer does not provide Eurofork with the Volume of Supply and/or the Customer Sheet within the term of 5 days to the date of formulation of the Purchase Order, Eurofork, will manufacture the Product according to the Volume of Supply and/or the Customer Sheet sent to the Customer along with the final offer and Order confirmation.

Whenever the Customer provide Eurofork with the Volume of Supply and/or the Customer Sheet beyond the term of 5 days from the date of formulation of the Purchase Order, Eurofork is authorized, in the Purchase Order Confirmation to modify the terms of delivery and the price of the Product.

The Customer can ask to cancel the Purchase Order or a part of it within and not beyond the maximum term of 45 days (meaning, in case of extra catalog Product, of which to the successive article 13, 60 days) preceding the delivery date of the Product as indicated in the Purchase Order and/or in the acceptance of the Purchase Order. Eurofork will reserve the right to demand a reimbursement of the expenses and of the costs sustained until the date of Purchase Order's annulment.

The Purchase Order cancellation is considered valid and rapid exclusively if done in writing, signed by authorized personnel and transmitted via fax or via e-mail in pdf format in the above indicated term.

Whenever the Customer cancel the Purchase Order or part of it beyond the maximum term of 45 days (meaning, in case of extra catalog Product, of which to the successive article 13, 60 days) precedent to the date of delivery of the Product as indicated in the Purchase Order and/or in the Purchase Order's acceptance, Eurofork has the right to demand the whole price indicated in the Purchase Order and/or in the Purchase Order's acceptance.

**4. CONCLUSION, OBJECT AND ENDING OF THE CONTRACT**

The Contract between Eurofork and the Customer is considered concluded at any effect of the law in the moment in which Eurofork accepts the Purchase Order accordingly to article no. 3.

The Purchase Order acceptance defines the conditions and terms with which Eurofork supplies the Product to the Customer, according to the terms and the definitions provided in the General Sales Terms and/or in the Purchase Order and/or in the acceptance of the purchase Order, with respect to what agreed. The Customer cannot give the contract to third parties without the written permission of EUROFORK.

**5. PRICES, TERMS, AND PAYMENT METHODS**

Prices, terms, and payment methods are indicated in the acceptance in the Purchase Order.

The Prices are considered tax exempt and EX WORKS Eurofork plant.

Whenever the acceptance of the Purchase Order foresees one or more payments preceding the delivery, the lack of their remittance within the agreed deadline gives Eurofork the right to stop all the activity, and gives Eurofork the right to ask for a reimbursement for damage.

Eurofork reserves, at its own unquestionable judgment, the right to not proceed with the shipment of the Product, even after having accepted the Purchase Order, to those Customers that may result with "unsolved" or in "disputes".

**6. DELIVERIES**

Except if differently established, the term of delivery specified in the acceptance of the Purchase Order is merely indicative. In any case the times of delivery indicated in the acceptance of the Purchase Order will be suspended automatically in case of lack of payment accounts preceding the delivery indicated in the acceptance of the Purchase Order.

The observance of the term of delivery agreed upon includes even the fulfilling of all of the contractual duties on behalf of the Customer.

The term of delivery is considered in any case respected when the scope of supply has left the plant within the term agreed upon or the availability for shipping has been communicated to the Customer.

Eurofork is entitled to do partial shipping.



The delivery term can be prolonged by the effect of events beyond the will of Eurofork, such as strikes, fires, floods, production shutdown, delays of sub-suppliers, lack of drive power in the plants and other major nature.

Eurofork has the ability to rescind partially or entirely the contract, whenever the mentioned causes of major nature prevent or delay beyond measure the execution of the Contract and/or the delivery of the supply, preventing the Customer to demand compensation or damage of any nature.

#### **7. SHIPPING AND CHECK OF THE ARRIVING PRODUCT**

Eurofork standard delivery term is ex works. Shipment is at Customer's risk and charge, unless there has been a different written agreement.

The risk passes to the Customer when goods are given to the shipping agent, at the latest at the moment of leaving from Eurofork plant, even in cases the goods will be delivered by Eurofork.

In case the Product should be picked-up by the Customer, the risk is transmitted to the Customer in the moment of receipt of notification of goods readiness.

At the moment of the Product's delivery, the Customer must verify the integrity of the packing and the quantitative and qualitative correspondence with what indicated in the accompanying document (delivery note).

In case of not conformity, the same shall be marked on the accompanying document and confirmed, within eight days via fax or certified mail to Eurofork. In lack of non conformity communication, the supply is considered correspondent, in quantity and quality, with what indicated in the accompanying document (delivery note).

Even in presence of intact packing, the Product must be verified within eight days from receipt.

#### **8. USE MANUAL AND TECHNICAL INFORMATION**

Eurofork delivers to the Customer use and maintenance manuals in Italian or English language, by e-mail in pdf format. Maintenance manuals in languages different from English, can be supplied only if expressly foreseen in the Contract and, in any case, at the Customer's expense. The Italian language is the official language and it regulates the relationship between Eurofork and the Customer. Any translation in a different language will not be binding for Eurofork.

The technical information mentioned in the website [www.eurofork.com](http://www.eurofork.com) are taken from the information published by the manufacturers of the products. Eurofork, therefore, reserves the right to modify/change the technical and dimensional information of the products of the catalog, based to what will be communicated by the manufacturers, even without any notice.

#### **9. RIGHT TO PROPERTY**

The Product remains of Eurofork property until the obligations of payment on behalf of the Customer are wholly fulfilled and until the last payment of the agreed upon price has not been paid, beyond the eventual interest for delayed payment.

The risks inherent to the property of goods pass to the Customer in accordance with above article 7.

#### **10. TESTING**

Eurofork and the Customer proceed with the testing of the Product subject of the supplying.

Eurofork and the Customer determine the location and they establish the sharing of the costs and of the expenses of the same in writing.

Eurofork grants, through the testing certificate, that each Product has been verified and tested before the delivery.

#### **11. RESPONSIBILITY**

Eurofork is not responsible of any damage or loss, direct and/or indirect, coming from the supply of goods and proposed services in the catalog published on the website [www.eurofork.com](http://www.eurofork.com), even for delayed and/or missed delivery of the Product, neither for the correspondence of the Product to the specifications published on the website, not for any other fact not imputable directly to Eurofork.

#### **12. WARRANTY**

The Customer must, at the moment of delivery, check the Product received and denounce the evident defects within 8 days from the delivery, giving the chance to Eurofork, if from such determined necessary, to execute any inspection, intervention and repair from such determined necessary.

Any dispute must be done in writing and sent exclusively to Eurofork via fax or via certified mail.

The Customer must moreover dispute in writing according to what abovementioned eventual defects or lacking of quality within 8 days from the discovery, allowing Eurofork, if from such determined necessary, to execute any inspection, intervention, and repair from such determined necessary.

In the limits of what established in the present clause, Eurofork pledges to repair all of the eventual defects due to planning, production or assembly causes, which will manifest themselves during this warranty period fixed in 24 months, which start from the delivery date.

The pick-up of the repaired and/or substituted materials is EX WORKS Eurofork plant.

The interventions done during the warranty period do not imply in any way the prolonging of the 24 months term.

The obligations deriving from the warranty decline in case of suspension or delay on behalf of the Customer of the payments agreed upon.

**From the warranty are excluded:** (i) shipping costs of the material, hours of intervention and travel expenses; (ii) deficiencies, defects, or breaking due to the normal ware of those parts of the Product that are for their nature subject to rapid ware and continues indicated on the use and maintenance manual.

**The following determine the decline of the warranty.** (i) deficiencies, defects, or breaking due to the usage of the utensils, accessories, or equipment not supplied by Eurofork; (ii) deficiencies, defects, or breaking due to the usage and/or to the maintenance of the Product done differently from the indications and/or prescriptions of Eurofork obtainable even from the use and maintenance manual; (iii) deficiencies, defects, or breaking due to extraordinary maintenance and/or substitutions and/or change not authorized in writing by Eurofork; (iv) deficiencies, defects, or breaking due to natural or accidental causes; (v) deficiencies, defects, or breaking in the installing of the Product and/or in the machinery on behalf of the Customer. The obligation of the warranty, as foreseen in the present article, is considered done with the delivery to the Customer of the piece adequately repaired and/or substituted meaning with the execution of repair and/or substitution intervention.

It is expressly excluded any Eurofork responsibility, for building defect or lack of quality, different from the substitution of the pieces or from the technical assistance above foreseen, with expressed exclusion of the availability of reimbursement of the different direct and indirect damages and especially of the damages due to lack of production.

For the goods inserted in the Quote, such as motors, encoder and switch, the formulation of the Purchase Order comports the integral acceptance of the warranty terms supplied by the motors producers, encoder and micro, that can be independent from the will of Eurofork. The Customer, therefore, is knowledgeable that the motors, the encoder and the micro are covered by the warranty of the manufacturer and to the terms foreseen by the same, and accepts, therefore, any reserve removed, all of that modalities of use of the warranty of the manufacturer, even with reference, for pure exemplifying reason, of the managing subject of the warranty even different from Eurofork.

#### **13. EXTRA-CATALOG PRODUCT, INTELLECTUAL AND/OR INDUSTRIAL PROPERTY RIGHTS**

During the relationship between Eurofork and the Customer and, in any case, whenever the Customer require the supplying of an extra catalog Product, Eurofork reserves the right to not deliver to the Customer, for simplifying reasons and not exhaustive, building drawings of singular details.

Eurofork remains the only entity with proprietary and economical rights related to inventions and to whatever else has been prepared, made, developed in function of the Product to be supplied to the Customer, to which is allowed only a limited use and non-transferable right.

The term Confidential Information is referred to the information communicated by Eurofork, for simplifying reasons and not exhaustive in any form (on paper, magnetic, electronic and optic, orally support, via data transmission or through direct vision), consisting in drawings, studies and projects and, in any case, in any other document referred and/or referable in the activity and/or to the social object of Eurofork.



It is not included in the definition of Confidential Information any element constituting the information that, in that precise configuration or combination, are already, at the moment of the signing of the present agreement, of public domain and are already known, published or made of public domain successively, but not following the violation of the reserve obligations.

Formulating the Purchase Order, the Customer takes the obligation, for himself/herself and his/her employees, consultants, none other for the companies to he/she linked and/or controlling and/or controlled, to not divulgate or reveal in any means to third parties, directly and/or indirectly, wholly or in part, the content of the Confidential Information that are communicated and to the only purpose for which they are communicated, without the preventive and specific written authorization of Eurofork.

Formulating the Purchase Order, the Customer takes the obligation of not exploiting, utilize, or otherwise manage, by own or third means, the content of the Confidential Information.

Formulating the Purchase Order, the Customer takes the obligation of taking away and keep in indemnity Eurofork, by any discriminative consequence should derive following the communication to third parties of the Confidential Information.

**14. OFFICIAL LANGUAGE**

The present General Sales Terms are be in the Italian language, be in the English language. The Italian language is the official language and it regulates the relationship between Eurofork and the Customer. Each translation in another different language will not be binding for Eurofork.

**15. CHANGES**

No change, marginal note or clause however added to the General Sales Terms is valid if not specifically approved in writing by Eurofork.

**16. APPLICABLE LAW**

Any relationship between Eurofork and the Customer is subject to the Italian law.

**17. CONTROVERSIES**

Each controversy relative to the interpretation and execution, none other than the effectiveness and validity of the relationship between Eurofork and the Customer, where it cannot be resolved directly by the parties, is devolved to the exclusive competence of the Tribunale di Torino (Court of Torino).