

general sales conditions

1. Premise

1.1) The following general sales conditions are essential part of all sale contracts concluded between the Purchaser and the Seller, FABAS LUCE S.p.A., located in Via Luigi Talamoni 75 - 20861 - Brugherio (MB) Italy - Pho. +39039890691 Fax +390392142208, mail: _____@fabasluce.it VAT N. IT10725990153 (hereinafter referred to as FABAS), no matter which procedure the sale orders are stipulated between the Parties (e-mail, registered e-mail, fax, registered letter).

2. Acceptance

2.1) Orders must be placed by the Purchaser through one of the procedures listed in 1.1.
2.2) Orders will be deemed accepted and the sale executed when FABAS will send the written confirmation for the specific order to the customer.
2.3) The Parties agree to integrate the terms of sale also with the conditions issued by FABAS on any sale invoice.
2.4) applicability of any general conditions of sale of the Purchaser and / or any other equivalent document that may be issued by the latter is expressly excluded.
2.5) These general conditions have an indefinite duration; each party is in any case entitled to freely withdraw from these general conditions by means of written notice to be sent at least 6 (six) months in advance. Such withdrawal does not affect all work and/or in progress or for which orders have already been completed, with the Purchaser being obliged to pay in full the consideration agreed upon.

3. Delivery place and terms

3.1) The goods must be delivered according to the INCOTERMS 2020 specified in the offer sent by FABAS and/or in the order confirmation.
3.2) It is the Purchaser's responsibility to promptly make available to the Seller all the information and data necessary to execute the supply; any delays on the part of the Purchaser will automatically result in a corresponding extension of the delivery terms

4. Delivery

4.1) Delivery time agreed for the products on the sale orders and issued on the final invoices must be considered as a reference but not as a rigid indication; therefore a "not relevant" delay on the delivery of the ordered products, made by FABAS, must not be considered by the Purchaser as a breach of the contract. Therefore in this last case the Purchaser will not have any right to claim any compensation and/or indemnity to FABAS.
4.2) On the basis of the present terms of sale it is deemed "not relevant" a delay not exceeding n. 30 working days.
4.3) Where force majeure events occur, the rules of Article 1218 of the Italian Civil Code (Codice Civile – R.D. n. 262/1942) must be applied, nonetheless DGA will make all efforts to limit the negative effects resulting from the supervening impossibility of performance.
4.4) The following events are deemed "force majeure events" as an example (but not as an exhaustive list): adverse and exceptional phenomena (earthquake, flood, tsunami, fire, flood, landslide and other natural disasters), other unforeseeable external events (wildcat strikes of transport services, strikes or lockouts, war, act of terrorism, provisions of administrative and judicial authorities, theft of raw materials or finished products, exaggerated increases in the prices of raw materials), shortage of materials, delays and / or problems related to transport
4.5) Any sale agreement shall be deemed terminated in the event that the Purchaser fails to pick up the goods at the agreed place of delivery within 15 days after the agreed delivery date. In this case FABAS is entitled to claim compensation for damages and costs.

5. Goods quality

5.1) FABAS ensures that the delivered products fully comply with the features selected by the Purchaser; with the characteristics indicated in the technical data sheets and catalogues and with the standards prescribed by Italian and European Union Laws currently in force, including all the mandatory safety regulations.
5.2) The goods supplied by FABAS are free from defects that make such goods unfit or unable for the use for which they were manufactured or which is normally intended to (uses indicated on the website, in the catalogues and in the technical data sheets), unless the Purchaser has expressly ordered goods with special features, not included in the sale catalogues or not mentioned by the technical specifications. In this last case FABAS does not assume any liability for what may occur as a result of the modifications required on the products by the Purchaser.
5.3) FABAS does not process sales of samples. Samples provided by FABAS or requested by the Purchaser shall not oblige FABAS to provide the same standard quality warranty prescribed by the Law and by the following art. 6 for products regularly sold on the market.
5.4) The goods are packaged in accordance with the applicable laws.
5.5) FABAS does not assume any responsibility for the maintenance of products quality, in case the same products after the delivery have been modified and/or transformed by the Purchaser without the latter's prior consultation and authorization of FABAS. In absence of explicit authorization of FABAS, the Purchaser will lose all warranty rights.

6) Complaints and rights of the Purchaser

6.1) In case of defects of the delivered products, the Purchaser shall immediately send a prior and written notice of complaint to FABAS, in accordance with the Laws, within 8 days after the receipt of the goods or the acknowledgement of the defect (through registered letter, fax to +390392142208, or e-mail at _____@fabasluce.it) mentioning any single element of non-compliance with the technical specifications of FABAS catalogues. Warranty is provided for a period of 24 (twentyfour) months starting from the shipment date, unless different guarantee terms are indicated in the FABAS product catalogue. In the event of a complaint, the Purchaser shall in any case refrain from using the disputed product, which must be properly stored in order to allow FABAS to be able to perform all appropriate checks and analyses on the disputed goods. Any complaint by the Purchaser of flaws, defects or discrepancies must be accompanied and proven, under penalty of ineffectiveness, by photographic documentation or an equivalent reproducible method, which certifies their existence.
6.2) In case of confirmed defects, FABAS will first repair at its own expenses the defective item and then, in case the repair is not possible, will refund the cost of the purchase. In any case, it is understood that the guarantee only includes the supply by FABAS of materials necessary for the repair works; any further activity (including interventions and on-site installation) will therefore be the sole responsibility and expense of the Buyer.
6.3) No compensation claim for any direct and/or indirect damage may be made by the Purchaser against FABAS, in case FABAS' conduct complies with the above mentioned art. 6.1, 6.2.

6.4) In case of complaint, the Purchaser does not have the right to terminate the contract immediately and unilaterally, nor to suspend or to avoid to process the payment for the purchased products, totally or partially.

6.5) This article 6 establishes Seller's only warranty obligations, and Purchaser's exclusive remedies for claims based on defects in the products supplied.

7. Prices and payments

7.1) FABAS products sale prices are specifically indicated in the pro-forma invoices and/or in the final sales invoices.
7.2) Final conditions and terms of payment are the ones agreed and issued in the final invoices, or in the pro-forma invoices, or in the Delivery Note issued by FABAS.
7.3) The Seller will be entitled to modify the agreed fees, even during execution of the contract, in the event of an increase in the cost of raw materials exceeding 10%. In all the aforementioned cases, the Seller will notify the Purchaser, indicating the reasons and the adjustment of the consideration, subject to adequate notice.

8. Failed or delayed payment

8.1) In case of failed, delayed or partial payments with respect to the agreed deadline and indicated on the invoice, the rules referred to in Legislative Decree 09.10.2002 n. 231 will be applied, including those relating to the effective date of interest and interest rates.
8.2) Any delays or non-fulfillment in payment of the consideration, even for a single invoice, will entitle the Seller to suspend all activities. As soon as the consideration previously not paid within the agreed terms reaches the Seller's availability, the Seller will resume production / supply activities in a time reasonably compatible with its production cycle. The period of time in which the supplies have been suspended will be automatically added to the agreed delivery terms, or to those normally expected in relation to the agreed processes.

9. FABAS liability

9.1) In no event will FABAS be liable for indirect damages, loss of profits / business / opportunity or loss of goodwill.

10. Transfer of risk and ownership

10.1) Risk of loss or damage to the goods supplied will be transferred to the Purchaser in accordance with the Incoterms 2020 agreed upon.
10.2) Ownership of the goods will be transferred to the Purchaser after full payment of the contract price.

11. Intellectual property, confidentiality and privacy

11.1) Each party undertakes to maintain complete confidentiality regarding any information, data (including technical), document, production process, project, know-how, design, software, commercial strategy, price, customer and more generally activities of the other party (the "Confidential Information"), of which it has come or will become aware of during the pre-contractual negotiation phase or during the execution of this contractual relationship.
11.2) The parties may use the Confidential Information for the sole purpose of correctly fulfilling the obligations set out in this contractual relationship. In particular, and by way of example, the parties may not disseminate or communicate Confidential Information to third parties, unless required by law, regulations and / or requests from public and / or judicial authorities.
11.3) The parties undertake in any case to ensure compliance with the same confidentiality obligations by their employees / collaborators / officials who have come to or will become aware of the Confidential Information, guaranteeing their fulfillment also as a promise of the fact of a third party pursuant to article 1381 of the Italian Civil Code.
11.4) Each party undertakes, at the simple request of the other Party, to return all documents or other material containing the Confidential Information, in any form it possesses, or to destroy and certify the destruction of said material, as well as to cancel or destroy any copies or recording of Confidential Information carried out on a computer or through any other computer tool and support.
11.5) Industrial and / or intellectual property rights, including the related know-how, as well as any result likely to be the subject of proprietary rights, processed, supplied, incorporated / included in the goods, or in any case communicated by FABAS to the Purchaser, are and remain the exclusive property of FABAS.
11.6) The Parties acknowledge that they have mutually informed and authorized the processing of personal data, pursuant to Legislative Decree no. 196/2003 (as amended) and EU Regulation 679/2016 (as amended), and they declare themselves for this purpose to be aware of the rights conferred by the aforementioned provisions of law, in relation to the obligations related to the execution of this contractual relationship.

12. Applicable law and jurisdiction

12.1) These general conditions and the specific supply relationships are governed by Italian law. The application of the "Vienna Convention of 1980 on the International Sale of Goods" and other conventions, regulations or rules of international law relating to the sale of goods and / or the supply (also of services) is excluded.
12.2) For all disputes arising from the interpretation or execution of this contractual relationship, the parties submit to the exclusive jurisdiction of the Court of Monza (Italy).