

General Terms and Conditions of Sale SCHUNK Intec S.r.l.

1. Supply Orders

1.1 Each delivery order shall contain the following information: (a) quantity and type of product; (b) date by which the product is to be received; and (c) any additional information requested by SCHUNK Intec S.r.l. in advance.

1.2 The sale is considered valid upon receipt of the Customer's order.

The quantity of products, the price, the delivery date and all other details of the individual purchase are specified in the order confirmation or, if there is no order confirmation, in the invoice.

1.3 SCHUNK Intec S.r.l. guarantees that the products are manufactured in full compliance with the legal provisions and good manufacturing practices.

1.4 The dimensions and weights indicated in the technical documentation are approximate and may be modified at any time. The drawings and documentation attached to the offers are intended for the exclusive use of the Purchaser, who is expressly forbidden to make them available, even in part, to third parties without the prior written authorization of SCHUNK Intec S.r.l.

2. Payment Terms

2.1 The price stated in the order confirmation or invoice does not include packaging and transportation costs, which shall be borne by the Purchaser and calculated accordingly.

2.2 Payments shall be made according to the terms and dates stated in the order confirmation and/or invoice, even if the delivery of the product is delayed for reasons not attributable to SCHUNK Intec S.r.l.

2.3 If the order confirmation foresees one or more payments prior to the delivery of the products, SCHUNK Intec S.r.l. shall be entitled to suspend the delivery and/or all activities, without prejudice to the right of SCHUNK Intec S.r.l. to claim damages if these payments are not made on the agreed due dates.

3. Reservation of Ownership

3.1 Upon payment, the Purchaser acquires full ownership of the product.

3.2 Prior to payment of all claims from the sale, the Purchaser may not freely dispose of the product, unless SCHUNK Intec S.r.l. gives written permission.

4. Delivery

4.1 Unless otherwise agreed, the delivery time stated in the order confirmation is only approximate and not binding. In any case, the delivery time is considered to be met if the product has left the SCHUNK factory within the agreed delivery time or if the Purchaser has been notified that the product is ready for shipment.

4.2 SCHUNK Intec S.r.l. is entitled to make partial deliveries.

4.3 If the Purchaser requests a postponement of the agreed delivery date or unjustifiably refuses the delivery of the product, SCHUNK Intec S.r.l. reserves the right to further delay the delivery (according to its organizational needs) or to dispose of the product in another way, without prejudice to the right to compensation for damages, storage costs and the transfer of the risk of loss to the Purchaser. However, the Purchaser is obliged to pay the price in accordance with the agreed terms.

4.4 The costs of transport, insurance and other related expenses shall be borne by the Purchaser.

4.5 The Purchaser bears all risks from the time of dispatch until receipt of the product. The risks for the safekeeping and loss of the products shall transfer to the Purchaser at the latest with the handover to the carrier.

4.6 The products shall be packaged by SCHUNK in the method SCHUNK considers most appropriate to avoid damage or alteration during transport, unless the Purchaser requests otherwise. The packaging will be carried out by SCHUNK Intec S.r.l. and invoiced to the Purchaser.

4.7 The product shall be accompanied by a regular transport document.



5. Vices and defects

5.1 Upon delivery, the Purchaser shall inspect the goods received and issue a declaration stating that he has found no obvious defects. Any complaints regarding the state of the packaging, quantity, number or external characteristics of the products (obvious defects) must, in any case, be notified to the Seller by e-mail to service@it.schunk.com under penalty of forfeiture, within 8 (eight) days from the date of receipt of the products. Once 8 (eight) days have elapsed without any objection, the products shall be deemed accepted.

5.2 Any complaints relating to defects that could not be detected by diligent inspection upon receipt (hidden defects) shall be notified by e-mail service@it.schunk.com , within the warranty period indicated in the operating manuals of each product.

5.3 In the event of a notice of defects, SCHUNK Intec S.r.l. shall, at its discretion, repair or replace the defective parts of the products in the shortest possible time and in accordance with its requirements. The replacement of the products or product parts shall take place at the care and expense of SCHUNK Intec S.r.l.

5.4 The Purchaser undertakes from now on to cooperate with SCHUNK Intec S.r.l in the replacement or repair operations, allowing SCHUNK Intec S.r.l employees or other persons commissioned by SCHUNK Intec S.r.l to access the warehouse or other place where the product is located and to perform the necessary work.

5.5 It is understood that any complaints or disputes do not entitle the Purchaser to suspend or in any case delay payments for the disputed products.

6. Guarantee of proper operation

6.1 SCHUNK Intec S.r.l guarantees the proper functioning of the product at least within the warranty period indicated in the operating manuals.

6.2 The vendor undertakes to replace or repair the product or its components if, within this period, faults or malfunctions are discovered or problems arise from manufacturing defects that make it no longer conform to its intended use.

6.3 Any repair or replacement costs shall be borne by SCHUNK Intec S.r.l if the defect is covered by the warranty.

6.4 For the validity of the warranty, the purchaser shall report the defect within the warranty period, which is stated for each product in its operating manual.

6.5 This guarantee does not cover defects caused by the purchaser as a result of negligence or misuse or improper use of the product, or caused by repairs, replacement of components, or maintenance performed by persons not authorised by Schunk Intec Srl.

7. Withdrawal

7.1 In case of withdrawal by the Purchaser, SCHUNK Intec S.r.l reserves the right to charge the costs already incurred for the study, drawings, and design until receipt of the withdrawal notice.

7.2 In the case of non-agreed changes or price changes that result in an excessive economic disadvantage for SCHUNK Intec S.r.l, SCHUNK Intec S.r.l. reserves the right to withdraw from the sale. In this case nothing shall be owed by SCHUNK Intec S.r.l. to the Purchaser.

7.3 The withdrawal must be communicated in writing to the email addresses vendite.serraggio@it.schunk.com or vendite.automazione@it.schunk.com.

8. Extraordinary events

8.1 SCHUNK Intec S.r.l. undertakes to inform the Purchaser in a timely manner of any and all temporary and/or partial impossibilities of supply, not resulting from subjective causes, that occur during the course of the supply.

8.2 Either party may suspend performance of its obligations when such performance is rendered impossible or unreasonably onerous by an unforeseeable event beyond its control, such as an epidemic, pandemic, strike, boycott, lockout, fire, war (whether declared or not), civil war, riots and revolutions, requisition, embargo, power failure, delay in delivery of intermediate goods or raw materials, government measures.

9. Confidential Information

9.1 All information concerning the supply (drawings, plans, simulations, etc.) shall be considered confidential and, therefore, the parties undertake not to disclose it to third parties without the written consent of the other, except for information required by law or already in the public domain.


10. Final forecasts

10.1 Any interpretation, waiver, amendment, or termination of these conditions shall be made and proved in writing under penalty of nullity.

10.2 The Court of Como shall have exclusive jurisdiction over any dispute concerning, inter alia, the interpretation, execution, termination and/or validity of these conditions and the consequent relationships between the parties.

10.3 Also in accordance with Legislative Decree 196/2003 and Regulation 2016/679, the parties mutually authorize each other to process data for purposes committed and instrumental to the management of existing relations. The processing will be carried out using paper, computer and telematic tools. Providing data is optional, but refusal would make it impossible to manage the sale. Personal data will be made known to the persons in charge of the relevant administrative-accounting management.

SCHUNK Intec S.r.l.

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