

## GENERAL TERMS OF SALE 0721.2

All of our sales are processed following the conditions reported here, which are considered accepted by \_\_\_\_\_ VAT no. \_\_\_\_\_ from its legal representative Mr./Mrs. \_\_\_\_\_ hereafter indicated as 'Customer', unless specific written agreements to be agreed individually. This sale conditions are valid from the subscription date to any possible change to be approved in writing

1. **Prices:** Prices are indicated in euros. Any payment in foreign currencies can be requested via email and could contain a change fee applied by Vibronord. Prices do not include any import tax or duty that may be liable in the recipient's country of residence.
2. **VAT:** Charged to the customer when applicable by law. All the indicated prices are VAT excluded until the payment page or order confirmation, where, according to your account settings, may be applied. All prices indicated in our customized quotation are VAT excluded.
3. **Payment:**
  - a) **Methods**
    - i) via advanced bank transfer
    - ii) via credit or debit card through the form activated on vibronord.com e-commerce. Vibronord does not receive or store any card information entered in the payment module.
    - iii) through PayPal using the site's plug-ins, with an additional fee of 5% to cope with PayPal applied fees.
  - b) **Terms**
    - i) At order confirmation if goods are available to ship, or goods ready for shipment notice.
    - ii) If there are customizations or special machining on products, our quotation will indicate that 2/3 of the price will have to be transferred at order confirmation, before customization take place. Settlement will take place at the goods ready for shipment notice.
    - iii) When the supply of the goods is agreed on periodic deliveries, the missed payment of one of these, authorize Vibronord to immediately stop further consignments until the payment fulfillment. Vibronord reserves the right to claim anticipated payment also for all the following agreed supplies, interests, or costs in general.
    - iv) Possible delays in payments will incur in charge of default interest according to Law. No D.lgs 231/2002
4. **Delivery terms:** The delivery terms indicated on our quotations start from the following week to the receipt of the order, public holidays and august excluded. The delivery date indicated is indicative and unencumbered: possible delays on delivery will not give right to the customer to cancel or remodulate the order, and to ask for any claim for damages. Likewise, order could be anticipated by 15 working days, without prior notice, and must be paid at the goods ready for shipment notice.
5. **Delivery:** Ex-works our plant in Concorezzo, except for otherwise indicated.
6. **Packaging:** Included except for specific agreements.
7. **Transportation:** At the customer own risk, even if the delivery is DAP. At the moment of the order, the customer must specify which courier service to be used for shipments charged on the recipient. Goods are never insured without the customer request. The shipment must be checked at the time of the delivery and, in case of total or partial damage not caused by the shipping service, notified to Vibronord with written motivation and documentation within 5 days after the proof of delivery.
8. **Testing:** if agreed on a test device, the test must be performed within 15 calendar days from the date reported in the proof of delivery. Once this period is the elapsed, the test is considered passed. Possible expenses for checks from our personnel can be charged to the customer if necessary. Offers never include installations and compatibility with the existing customer equipment is not granted without prior written approval or warranty from Vibronord.
9. **Refunds:**
  - a. Refunds will not be accepted if goods are used, opened, damaged. Exceptions are regulated by a prior written approval.
  - b. Possible agreed refunds could be revised once the product is received and examined by Vibronord within 15 days from proof of delivery.
  - c. In case mistakes in purchasing have been made by the customer, a fee of 10% for refurbishing will be kept by Vibronord for the restocking of the goods. Shipping costs are never refunded.
  - d. In case of missed collection of the goods within 15 days from the notice of goods ready, Vibronord could terminate the contract or the sale in advance and charge the customer of 30% of the value of the goods.
  - e. Missing items, missed collection, non-conformities in general or damages to Vibronord entail further costs for the customer.
10. **Warranty:** Objects are covered by the legal warranty for the products or parts which are subject to manufacturing or material defects. In case of impossibility in providing an equivalent or repaired unit, the customer will be refunded as acknowledged to the customer's rights.  
Under no circumstances warranty will cover worn or incorrectly used products. Every decision regarding repair, replacement or refund is taken by Vibronord. Possible shipping costs are in charged to the customer. In case of inspection, including on-site, of our specialized personnel, labour costs will be charged to the customer. The warranty period is specified on the contract, if present, otherwise is regulated by the European law and is of 1 year.  
The occurrence of acknowledged non-conformities does not allow the customer to stop or reduce its payments agreed on the order. After the item has been repaired or substituted, the warranty period is of 6 months from the date reported on the transportation document.
11. **Repairs:** Goods to be repaired must be sent without any shipping cost charged to Vibronord and must be approved by Vibronord before shipping.

## Pneumatic Industrial Vibrators

### 12. Responsibilities:

- a. Vibronord does not grant the achievement of the desired result by purchasing a product. It is duty of the customer to verify the fitness of the products to the specific application.
- b. Under no circumstances Vibronord could be held responsible or compensate for a loss or profit, costs, or generic expenses for the missing use or misuse of the product, used or new, following repairs or replacement, or for the non-conformity of the technical characteristic reported in the documentation. In general, any act or omission attributable to our company notwithstanding what included in art. 10.
- c. The technical specifications of the products, contained in the brochures or documentation can be modify, while maintaining similar performance, without notice, without incurring in responsibilities for Vibronord for these variations.

### 13. Retention of title and property:

- a. Goods remain property of Vibronord until the customer finalizes completely the agreed payment and possible additional costs. Until the goods remain property of Vibronord, they are kept free of any bond, cannot be sold or given to third parties and the customer is liable of any damage by doing so. The customer can be further charged for any reason, caused by not respecting such circumstances.
- b. The design of the product and its component its exclusive intellectual property of Vibronord. Any copy, reverse engineering, removing or hiding the CE tag is prohibited and punishable by law. Reselling the products without citing and mentioning the Vibronord name is prohibited.

### 14. Privacy: here can be found the Privacy Policy: <https://www.vibronord.com/en/privacy-policy/>

### 15. Use of the trademark: Vibronord trademark and its symbol are registered to the competent offices and are therefore protected from any improper or unauthorized use. Vibronord does not allow to use its trademark except by an explicit written contract and permission. Any unauthorized usage of the trademark, including their use on third parties websites or brochures, is punishable by law. Their use is regulated by a specific contract which can be request via email.

### 16. Place of Jurisdiction: The place of jurisdiction for all disputes arising from the interpretation, application, execution, or termination of the general condition of sale, or to them relative, is regulated by the Italian Law and will be devolved by exclusive competence of the Court of Monza.

Date:

Place:

The customer for acceptance

*(Signature and stamp)*

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## Pneumatic Industrial Vibrators

You expressly declare to accept the clauses in the general terms of sale reported above, pursuant to the Article 1341 and 1342, and in particular you expressly the clauses at paragraph:

- 1) Prices;
- 3) a.b. Payment and activities hold;
- 7) Transport, damages;
- 8) Testing and defects;
- 9) d. termination clause;
- 10) Warranty limits;
- 12) Responsibility limits
- 13) Limitation of ownership;
- 14) Privacy;
- 15) Use of the trademark
- 16) Court of jurisdiction.

Date:

Place:

The Customer for acceptance  
*(Signature and Stamp)*

*A copy of the document must be sent back stamp and signed to [vibronord@vibronord.com](mailto:vibronord@vibronord.com).*

The information included in this document are reserved exclusively to the person or society indicated above for the accomplishment of the contract; its distribution or copy could be illegal. Your personal and personnel's data, acquired during this or the following relationships, will be treated according to our Privacy Policy, available on <https://www.vibronord.com/en/privacy-policy/> or that can be requested at [vibronord@vibronord.com](mailto:vibronord@vibronord.com)

**VIBRONORD SRL a socio unico**

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Società soggetta all'Attività di Direzione e Coordinamento di B.E.I. Meccanica S.r.L.