

**1. SUBJECT / FIELD OF APPLICATION**

1.1 This document constitutes the terms and conditions of sale of Comepi Srl, head office in Robbiate (LC), via Novarino 9/L.

**2. INTRODUCTION**

2.1 The terms and conditions of sale, unless otherwise stated in writing for any exceptions or modifications, are applied to the delivery of products manufactured or marketed by Comepi Srl. Any different term of the contract which are submitted, attached, quoted, added or modified by the Client do not apply to without written acceptance by Comepi Srl.

2.2 The terms and conditions of sale refer to all articles currently offered by Comepi Srl together with all future models and variants which may be included and reported in its catalogues, drawings, data sheets and brochures.

Comepi Srl does hereby reserve the right to modify, add or vary in any time the manufacture of one or more products, without prior notice.

2.3 Every order sent by a Client and confirmed by Comepi Srl is considered irrevocable and refers to these terms and conditions of sale which are considered tacitly accepted in every respect.

**3. ORDER CONFIRMATIONS**

3.1 All the orders shall be accepted by Comepi Srl sending an order confirmation. These confirms report the codes of ordered products, the prices, the delivery terms, the payments terms and / or other information which can be useful for the definition of the contract.

3.2 No order submitted shall be deemed to be accepted unless and until confirmed by Comepi Srl with the related order confirmation.

**4. ORDER CANCELLATIONS**

4.1 Order cancellations are not accepted, if not previously agreed, in any case the Supplier is entitled to request the reimbursement for charges borne because of such cancellations.

**5. PRICES AND METHODS OF PAYMENT**

5.1 The quoted prices are those referred to in the order confirmations; they can be however modified according to unforeseeable variations of costs and currency exchange.

5.2 Unless otherwise stated between the parties, all prices do not include Value Added Tax, packaging and transport costs which shall be borne by the Client.

5.3 The minimum billable amount is € 100,00 (excluding VAT). For lower amounts a surcharge of € 25,00 will be applied.

5.4 The invoices are to be irrevocably paid in due time according to the indicated terms.

In case of non-payment in due time or partial payment, Comepi Srl may suspend further deliveries of the already ordered products.

Comepi Srl shall besides have the right to:

- consider the contract immediately terminated
- charge interests on delayed payments on a day-to-day basis at the debtor rate
- choose any options to recover the credit, as well any proceedings.

**6. DELIVERY AND TRANSPORT TERMS**

- 6.1 Unless otherwise agreed in writing, goods are delivered ex works (Incoterms EXW).
- 6.2 The delivery terms indicated in the order confirmations are binding except for strikes, raw materials lack, moulds breakdown or other inconveniences related to the economic activity.  
In case of late deliveries, the Seller does not accept any responsibilities for direct or indirect damages to the Client, unless otherwise stated between the parties.
- 5.3 Comepi Srl packs the products in an appropriate manner to preserve compliance until delivery. The customer undertakes to verify the goods upon receipt of the same and to communicate within 24 hours of receipt any transport damage or shortages, with appropriate written communication accompanied by photographic material.
- 5.4 Comepi Srl does not assume any responsibilities for transport delays, damages or goods' loss.

**7. RETURNS AND WARRANTY**

- 7.1 The customer can return the products only after a written authorization from Comepi Srl. We do not accept returns of goods unless previously authorized by Comepi Srl.
- 7.2 Comepi Srl warrants its components for a period of 24 months from the manufacture date as for the functional conformity and the technical characteristics indicated in the drawings, datasheets or specifications issued by Comepi Srl.
- 7.3 The warranty does exclusively apply to products returned within the warranty expiration and considered as defective by Comepi Srl.
- 7.4 The warranty shall be considered the commitment of Comepi Srl at its own discretion, to replace free of charge returned products considered as defective, delivering with transport to the Client's costs from the plant in Robbiate (LC). Comepi Srl may as well credit the relevant value, in the manner established by Comepi Srl.  
Any further compensation for damages, direct or indirect, and costs incurred by the customer for any reason such as:
- costs assumed for the replacement of the components
  - costs assumed in the plants of the Client
  - costs for "recall" actions
  - costs assumed for the selection of materials or replacement of entire instalments
- Is excluded, unless there has been prior written authorization from the Management of Comepi Srl.
- 7.5 No warranty is expected for all products which will result defective due to the following circumstances which are not related to manufacture defects: carelessness; usage non-compliant with the technical specifications; mistakes in the project or manufacture of the device in which the components are inserted; incorrect maintenance; maintenance made by non-authorized staff; transport damages.
- 7.6 No warranty is moreover expected in case of wrong usage of the device.

**8. PATENT RIGHTS**

- 8.1 Comepi Srl assures that the supplied products do not violate any patent rights of a third party, that they are not given in pawn or mortgaged and are free from any obligations.
- 8.2 All knowledge and restricted information acquired by the Client and imparted to it by Comepi Srl shall be treated as confidential.

**9. ORDER CONFIRMATIONS**

- 9.1 All the orders shall be accepted by Comepi Srl sending an order confirmation. These confirms report the codes of ordered products, the prices, the delivery terms, the payments terms and / or other

information which can be useful for the definition of the contract.

10. **JURISDICTION**

10.1 For any dispute the competence is given to the Court of Lecco – Italy

Only the Italian version of Comepi Srl Terms and Conditions of Purchase is legally binding. This document may not be copied or used by or provided to any person or entity who is not a Supplier within the supply chain of Comepi Srl.