



Palermo, 2 Gennaio 2024

# CONDITIONS OF SALE NDF PARTS SRL

## **1) SCOPE OF APPLICATION:**

These conditions of sale are automatically applied to all supplies by NDF PARTS SRL. The customer guarantees that he purchases the products from NDF PARTS SRL for his own exclusive professional use, relating to his work activity. Therefore, the relationship between NDF PARTS SRL and the customer is not protected by consumer protection regulations (excluding the applicability of the following regulations: L.126/1991, Art. 1469 bis et seq. of the Civil Code, Legislative Decree 185/1999, Legislative Decree 24/2002).

## **2) ORDERS:**

These general conditions of sale are to be considered valid for every order placed with NDF PARTS SRL, whether they are placed verbally, by telephone, by fax, e-mail or through our Agents. In order to guarantee the best possible service, every order placed verbally or by telephone must be forwarded by the Customer to NDF PARTS SRL also in writing. When placing orders, the customer is invited to follow our catalogs and/or price lists, indicating the information necessary to identify the products: references, descriptions, codes, quantities, measurements, etc. When ordering, it is always necessary to specify the shipping method; in the absence of instructions, shipments will be made in the way we deem most convenient, without this implying any liability on our part. In the event of errors in the order, we decline all responsibility for inconveniences not attributable to our company.

## **3) PRICES:**

The prices indicated are ex works at our NDF PARTS SRL headquarters, net of VAT, packaging, transport, ancillary costs and may be changed without notice. Packaging will be calculated at 1% of the taxable amount, with a minimum of €3 per shipment. Any costs for special packaging and transport will be charged at cost on the invoice.

## **4) DELIVERIES:**

The delivery terms indicated in our offers are not binding but indicative and start from the day of confirmation of the order or receipt of payment in the case of sales with advance payment, calculated in working days. For delays due to reasons beyond our control, we consider ourselves relieved of any responsibility, therefore the customer has no right to cancel the order or to claim compensation.

## 5) SHIPPING:

The goods always travel at the risk of the recipient, even when the transport costs are anticipated by us and charged on the invoice. We are not responsible for damages caused by carriers, such as: damaged goods, delayed delivery, loss of goods, thefts and robberies during transport. The carrier is **solely responsible** from the moment of collection at our warehouse until delivery to the recipient, therefore any complaints must be addressed to the same.

The Customer is therefore invited, in his interest, to report any damage to the packaging or the mismatch in the number of packages by placing an appropriate "SPECIFIC RESERVE" or by REPORTING ON THE COURIER'S BULLETIN/ELECTRONIC TERMINAL (where you will go to sign) the description of the type of damage to the packaging found during collection.

(Example of the wording "SPECIFIC RESERVE" to be written next to your signature: "Subject to inspection due to dented box\*\*). \*\* dented box if dented, punctured box if punctured, non-original tape if tampered with, etc.etc.

Receipt without reservation or subject to generic control of the products, in fact, does not allow the Customer to take legal action against the courier.

**NDF PARTS SRL CANNOT BE HELD RESPONSIBLE FOR ANY DELAYS THAT MAY OCCUR IN DELIVERIES.**

## 6) PAYMENTS:

They must be addressed exclusively to our domicile and according to the methods indicated in the estimate/order confirmation. Under no circumstances may the Customer suspend or refuse payment. Every first order will be paid, without exception, by advance payment. The payment methods accepted by NDF PARTS SRL are the following: ri.ba. and advance payment, by bank transfer, upon receipt of the order confirmation. Only upon direct agreement with the Customer, reported on the estimate/order confirmation, will NDF PARTS SRL be able to grant different payment methods. Interest will be charged on any late payment at the rate provided for by Legislative Decree no. 192 of 9/11/2012.

## 7) PROPERTY:

Until full payment is made for the purchased goods, they will remain the property of NDF PARTS SRL.

## **8) WARRANTY:**

All products supplied by NDF PARTS SRL have a 6-month warranty from the delivery date. Spare parts deemed defective for reasons relating to the quality of the material used or the workmanship will be repaired or replaced, subject to authorization and ex-works. Returns must be agreed with our warehouse, requesting authorization via email using the appropriate form, specifying the material and indicating the details of our transport document. The authorized goods must reach our warehouse **free of charge**. Anything sent freight collect will be rejected.

**The warranty becomes void** if the disputed parts have undergone modifications, tampering, normal wear and tear, arbitrary unauthorized processing or if they have not been used correctly and if they do not have an **NDF Parts adhesive metal label**, which serves for the identification and traceability of the product. Cancellation of the guarantee implies non-acceptance of the return. In none of the cases listed above will the Customer be able to make claims for compensation for damages.

**N.B.: All electrical and electronic spare parts are not covered by a time warranty and will be replaced if they are found to be defective during installation.**

**The warranty and/or return request must be made no later than 8 days from the delivery date.**

## **9) RETURN:**

**In case of incorrect purchase**, the customer can submit a return request. The return request must be made within 8 days of delivery; the authorized goods must reach our warehouse, in perfect condition, **free of charge**. Anything sent freight collect will be rejected. After verifying the integrity of the material returned due to an incorrect purchase, the value of the same, minus the 35% penalty, will be deducted from the first invoice we issue.

**Unauthorized returns and returns of special, specially ordered, specially built, difficult to sell spare parts will not be accepted for any reason.**

**The authorized return must reach our warehouse in the same original packaging from the supplier with NDF Parts labeling for identification and traceability of the product, strictly postage paid.**

**All returned electrical and electronic spare parts must be equipped with a metal label. Otherwise it will be returned to you with transport at your expense.**

**In the case of an authorized return, insert the sales and return delivery note inside the package.**

## **10) COMPETENT COURT:**

All relationships between NDF PARTS SRL and Customers are governed exclusively by Italian law. For any dispute the parties expressly recognize the jurisdiction of the Court of Palermo.

