

Palermo, January 1st 2021

GENERAL CONDITIONS OF SALE

1) SCOPE OF:

These conditions of sale are automatically applied to all the supplies of 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. Therefore, the relationship between the single shareholder NDF PARTS SRL and the customer is not protected by the regulations on consumer protection (excluding the applicability of the following regulations: L.126 / 1991, Art. 1469 bis and following Cod. Civ., D. Lg. 185/1999, D. Lg. 24/2002).

2) ORDERS:

These general conditions of sale are to be considered valid for every order made to NDF PARTS SRL, whether they are made verbally, by telephone, by fax, e-mail or through our agents. In order to guarantee the best possible service, any 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 abide by our catalogs and / or price lists, indicating the information necessary to identify the products: references, descriptions, codes, quantities, sizes, etc. When ordering, it is always necessary to specify the shipping method; in the absence of instructions, shipments will be made in the manner we deem most convenient, without this implying any responsibility on our part. In case of errors in the order, we decline all responsibility for inconveniences not attributable to our company.

3) PRICES:

The prices indicated are intended ex our NDF PARTS SRL, net of VAT, packaging, transport, ancillary costs and may be changed without notice. The 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 run from the day of confirmation of the order or receipt of payment in the case of a sale with prepayment, calculated in working days. For delays due to reasons beyond our control, we are relieved of any responsibility, therefore the customer has no right to cancel the order, nor to claim compensation.

5) SHIPMENTS:

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 damage caused by carriers, such as: damaged goods, delayed delivery, loss of goods, theft and robbery during transport. The carrier is solely responsible from the time 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 affixing the appropriate "SPECIFIC RESERVE" or 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 **). ** box dented if dented, box punctured if punctured, non-original tape if tampered with, etc.*

In fact, the receipt of the products without reservations or subject to generic control does not allow the Customer to take legal action against the courier.

6) PAYMENTS:

They must be addressed exclusively to our home and in the manner indicated in the quote / order confirmation. In no case can the Customer suspend or refuse the payment. Every first order will be paid, without exception, by prepayment. 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 by direct agreement with the Customer, reported on the estimate / order confirmation, the NDF PARTS SRL may possibly agree on different payment methods. On each delayed payment, the interest at the rate provided for by Legislative Decree no. 192 of 9/11/2012.

7) OWNERSHIP:

Until full payment of the purchased goods, the same will remain the property of NDF PARTS.

8) WARRANTY:

All products supplied by NDF PARTS SRL have a guarantee of 6 months from the date of delivery. Any spare parts deemed to be defective due to reasons relating to the quality of the material used or the processing will be repaired or replaced, subject to authorization and ex works.

Returns must be agreed with our warehouse, requesting authorization via fax or email, using the appropriate form, specifying the material and indicating the details of our transport document.

The authorized goods must reach our warehouse **strictly free port**. Anything sent carriage forward will be rejected

The warranty is void if the disputed pieces have undergone modifications, tampering, normal wear, arbitrary unauthorized processing or if they have not been correctly used. The cancellation of the guarantee implies the non-acceptance of the return. In none of the cases listed above, the Customer will be able to make claims for damages.

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

9) RETURN:

In case of wrong purchase, the customer can submit a return request. The return request must be made within 8 days of delivery; the authorized goods must arrive, in perfect condition, at our warehouse **strictly free port**. Anything sent carriage forward will be rejected. After verifying the integrity of the material returned for incorrect purchase, its value, less the penalty of 35%, will be deducted from the first invoice we will issue.

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

10) JURISDICTION:

All relations between NDF PARTS SRL and customers are governed exclusively by Italian law. For any controversy the parties expressly recognize the Court of Palermo as competent.

