

Format Rev.1 del 01-12-07 GENESI ELETTRONICA SRL – Via Bachelet n° 3/A - 41057 SPILAMBERTO (MO) ITALY Tel. 059/785566 - Fax 059/785843 – C.F. e P.IVA IT02100940366		Rev. 1 del 20-01-2020	Pagina 1 di 4
		Redatto e Verificato : Rossi Mario	
		Approvato da : Munari Mauro	

# General sales conditions

## 1) Subject of these general sales conditions

1.1) These sales conditions discipline all the present and the future contractual relationships between GENESI ELETTRONICA SRL (supplier) and the Customer (buyer), related to the supply of products and/or design studio developed by GENESI ELETTRONICA SRL.

1.2) Any clause or particular purchase condition indicated on the order of the Customer and in contradiction with the present conditions will be considered void. Similar conditions will be binding for GENESI ELETTRONICA SRL only if previously accepted in writing.

## 2) Writing of the contract related to the supply of goods

2.1) The requirements related to the product requested by the Customer are indicated on the technical description and on the basis of that, the offer will be developed. It has a purely indicative nature regarding the willingness of GENESI ELETTRONICA SRL to supply the product at the current economic conditions at the moment of the offer and is therefore subject to any subsequent change.

2.2) Once the technical description has been defined, Genesi proceeds with the technical feasibility study in which are defined the possible functional and technical solutions, the list of the applicable standards, the objectives plan, the macro activities planning as well as the updating of the technical description, in order to acquire all the elements useful for the creation of the official offer which will be subject to the Customer approval.

2.3) The supply contract is formalized with the customer acceptance of the technical description and offer, through the placement of the Purchasing Order via email, fax or other written media with potential references specified on the offer. The process ends with the order acceptance by GENESI ELETTRONICA SRL.

2.4) Upon order receipt, which has to meet the conditions set out in the previous paragraph, GENESI ELETTRONICA SRL will issue the Order Confirmation.

2.5) In the event that GENESI ELETTRONICA SRL did not accept the order or part of it due to price changes, delivery times variations etc., written notice indicating any changes to be made would be given to the Customer. After 3 days without Customer objections, the variations proposed by GENESI ELETTRONICA SRL will be considered accepted.

2.6) There is no cancellation or modification of the order once confirmed. It will be the sales manager who decides, also discussing with the technical department, any exceptions.

## 3) Planned orders management

The Planned Orders are divided in 2 different categories listed below:

- **QUADRO ORDERS:**

They represent the majority of the orders and they are “Forecast” orders to which a defined quantity is associated but not the delivery times, which are established by the Customers according to their needs. They typically cover a 12 month time-frame without Customers planned releases.

- **PLANNED ORDERS:**

They are similar to the QUADRO ORDERS, the difference is that a binding time planning is released by the Customer.

The mentioned order types are valid for 12 months from the first delivery request.

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GENESI ELETTRONICA SRL will not accept any order cancellation, whereas any re-planning has to be agreed in writing.

#### 4) Prices and Offers

4.1) The prices indicated do not include VAT, shipping and packaging costs and other possible duties.

4.2) Prices can be subject to variations in case of reduction on the ordered quantity, in case of a prompter requested delivery compared to what has already been agreed, or in case of different requests from what is reported on the technical description.

4.3) The offers released by GENESI ELETTRONICA SRL have to be meant as referred to a specific supply, they are not extendable to other supplies of the same products, unless otherwise specified on the offer itself.

4.4) All the offers emitted by GENESI ELETTRONICA SRL are valid for thirty calendar days from the emission date. Unless otherwise stated on the offer, after this deadline they will automatically expire.

#### 5) Delivery time

5.1) GENESI ELETTRONICA SRL commits to respect the delivery time. Unless expressly indicated, the delivery time is approximate, non-binding and subject to the finding and delivery time of the components used to manufacture the product.

#### 6) Payment terms

6.1) All the invoices have to be paid by the deadline indicated on the order confirmation regardless any anomaly occurred during the warranty period.

6.2) GENESI ELETTRONICA SRL reserves the right to interrupt the deliveries in case of the Customer does not issue the payment by the established deadline, does not carry out other contracts, in case of the Customer economic conditions are changed as a result of protests and/or forced executions on its assets and/or insolvency proceedings initiated against the same.

#### 7) Warranty

The term “warranty” refers to the commercial one and is limited to the product supplied value except in case of design defects or material employed not imputable to GENESI ELETTRONICA S.R.L.

This commercial warranty duration is in any case limited to twelve months.

Warranty services do not extend the warranty period. Therefore, in case of product or component replacement, does not start a new warranty period on them, the date of the original purchase is the valid one as far as the warranty concerned.

##### 7.1) Warranty repairs

The possible product repair has to be made at Genesi headquarter and only after being previously allowed by GENESI ELETTRONICA SRL itself.

The product has to be accompanied by the documents required by current laws and regulations, otherwise the product will not be accepted.

**The warranty is limited to the repair or replacement** of the defective parts, after verified manufacturing defects and it doesn't cover products that seem tampered with, inappropriately repaired or used differently from the regular conditions of use.

There is no right to request the warranty if the defect or damage has been caused by a non-compliant use. For example, the following non-compulsory actions are defined as non-compliant:

- Wrong repairs or technical actions made by unauthorized people or with negligence
- Components manipulation
- Software manipulation
- Defects or damages caused by fall, mechanical trauma, thermal shock, liquids infiltrations or chemical substances attack etc...

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## 7.2) Out of warranty repairs

- If the cost of a repair is referred to a product of a total value lower than € 50, GENESI ELETTRONICA SRL will not proceed with the fixing, because in most cases, the analysis and the consequent repair far exceed the 50% of the product value, for that reason the mentioned products will not be accepted.
- If the cost of a repair is referred to a product of a total value higher than € 50, whose repair evaluation is lower than or equal to 50% of the product value, GENESI ELETTRONICA SRL will proceed to the fixing without releasing any other quotation.
- If the cost of a repair is referred to a product of a total value higher than € 50 and GENESI ELETTRONICA SRL deems it appropriate, will release a quotation to inform the Customer and to have the authorization to proceed. The shipping of the goods to our headquarter has to be done as DAP whereas the following shipment to the Customer headquarter will be EXW (Ex Works).

## 7.3) Repair Time

All the repairs have to be returned to the Customer within 2 months from the incoming of the goods except for customer urgent requests.

## 8) Claims

Any claim has to be notified within 8 days from goods receipt. After this deadline the goods have to be meant tacitly accepted. The goods returned without a previous agreement, will be rejected. In any case, any claim does not cause the interruption or the refuse to pay the invoices.

Complaints regarding any product deemed defective do not affect the entire supply but, if GENESI ELETTRONICA SRL considers them as defective, they will be repaired/replaced with the same number of working products.

## 9) Supplier Liability

9.1) GENESI ELETTRONICA SRL is exclusively responsible of the correct functioning of the supplied products in observance of the features and performances indicated on the related documents, in the “Technical Product Plan” and in the “Commercial Product Plan”.

9.2) GENESI ELETTRONICA SRL does not assume any liability for possible damages caused by functional defects of machines or systems realized by the Customer or third party with products supplied by GENESI ELETTRONICA SRL

## 10) Non-disclosure

GENESI ELETTRONICA SRL is committed not to replicate, use or in any case take advantage from confidential information, drawings, regulations, brands or patents of its Customers, made available for the Supplier during the project.

## 11) Intellectual Property

The parties expressly agree that any intellectual or industrial property right, of any nature, belonging to the Customer and made available to GENESI ELETTRONICA SRL for the Supply Contract execution, is property of the Customer exclusively.

## 12) Processing of personal data

Pursuant to art. 13 EU Reg. 2016/679 GENESI ELETTRONICA S.R.L, Data Controller, informs you that your personal data are managed for commercial and contractual purposes. For these purposes they may be communicated to authorized persons inside and outside the company, under the direct control of GENESI ELETTRONICA S.R.L.

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You may, at any time, exercise your right to object to the processing and other rights recognized by the aforementioned Regulation.  
You can find the complete information at the address "<https://www.genesi-elettronica.it>".

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**GENESI ELETTRONICA S.R.L.**

**CUSTOMER**

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