

## General Conditions of Sales

- Rev. 00 01/03/2023 -

### ASSUMPTION

This document contains the General Conditions of Sales of Start Elevator S.r.l. Loc. Incrociata 1, 29010 Calendasco (Piacenza), Italy. C.F. e P.IVA 01410730335.

The General Conditions of Sales are applicable to all the supply relationships between Start Elevator and its Customers. These conditions cancel and replace the previous ones and they can be changed by Start Elevator without notice requirement. The General Conditions of Sales are consultable on the website [www.starelevator.it](http://www.starelevator.it)

### 1) CONTRACTUAL STRUCTURE

The contract between the parties is intended to be stipulated only when, after receiving the Customer's Order, Start Elevator communicates its acceptance to the Customer via Order Confirmation. The contract includes: these Conditions, the Order and the Order Confirmation. In case of discrepancy between the dispositions of these three documents, the following order of prevalence is applied: Order Confirmation, General Conditions of Sales and Order. The Order and the Order Confirmation via mail or fax are considered equivalent to paper ones. The Order cancellation by the Customer is at Start Elevator's discretion after having assessed the progress of the work.

### 2) PRICES

Once the Order Confirmation has been issued, the Customer has two days of time to send it back signed and accepted to Start Elevator. Two days after issuing the Order Confirmation, if it is not sent back signed or not accepted, it is considered implicitly approved. List prices may vary depending on general market costs.

### 3) PAYMENTS

All payments must respect the methods agreed upon at the time of the Order and reported on the Order Confirmation. In case of delay in payment, Start Elevator has the right to suspend, in whole or in part, deliveries even for different contracts already concluded with the Customer.

### 4) TERMS OF DELIVERY

Delivery dates are intended to be indicative and they do not constitute a binding commitment. Any delays cannot give rise to compensations, claims for damages, cancellations or contract reductions.

### 5) DELIVERY METHODS

Delivery methods are agreed with the customer at the order stage.

### 6) GOODS ACCEPTANCE

The goods are considered accepted if no complaint is received by Start Elevator within 8 days of their delivery to the Customer. Complaints for telephone order are not accepted since Start Elevator assumes no responsibility for possible errors.

## **7) WARRANTY - CLAIMS**

The warranty lasts 2 years starting from the date reported on the delivery note. Claims and any non-compliances are managed and assessed by the Technical Office and the Commercial Office of Start Elevator.

## **8) ORDER CHANGE**

The request of order change will be analysed and a communication will be sent which, if positive, may include a cost estimate. In this case we will proceed with the change only after a Customer's written confirmation.

## **9) RETURNED GOODS**

All returns must be agreed with the Commercial Office of Start Elevator and they must be always arrive at the Calendasco headquarter with a regular delivery note.

## **10) MAJOR FORCE**

In case of an event beyond the control of Start Elevator, it is not to be considered responsible and the delay or failure to execute orders already confirmed does not give the right to demand the execution of the order itself or the compensation for damages.

## **11) JURISDICTION**

For any dispute the Court of Piacenza (Italy) is competent.