

1 – 概述

供应商按所接受的订单确认书中的内容供货，并遵从现有条款，例外情况需有明确的书面协议。

供货期间的最终变更或者新的沟通不构成合同的更新，已达成的供货条款中有着参考性但不具非强制性的价值。

根据意大利民法第1461条，订货承袭立场发生变化，那么供货方可以在任何时间停止供货。

2 – 价格

在原材料价格，工资或其他成本因素变动的情况下，我们保留重新计算价格的权利，所变更的价格也包含未执行的合同中的价格。

3 – 价格变动

合同中的价格的计算考虑到签订合同时的原材料及劳动力的成本。

在销售期间，如果有任何成本因素变动，我们保留重新计算价格的权利。

4 – 付款类型

供货款的支付按照订单确认书上的供应商地址支付。无论选择什么样的付款方式，转账的风险都由订货方承担。不接受抹零与赊账

如果协定了汇率规则，订货方需要支付贴现利息、相关费用和佣金。利息按官方比率加5个单位计算。

订货方不得以任何原因或任何名义拖延至协定时间以外付款，也不得以货物延迟交付或者其他争议为理由拖延。

如付款延迟，利息将按照官方比率加5个单位计算，这有完全的效力并且是在不会滞后的情况下，除非订货方再次延迟付款。

5 – 所有权的保留

在收到全部货物款项前，生产商保留货物的财产权，但货物交付后的风险由订货方承担。

除非有供应商的明确书面协议，否则如果订货方的任何行为损害了供应商权利，导致供应商须重新销售货物的话，订货方将受到法律制裁。

1 – INTRODUCTION

Supplies comprehend only what specified in the order confirm acceptance by the Supplier and are ruled by the present conditions, exceptions coming from an explicit written agreement.

Eventual changes or new communication during the period of supply do not constitute novation of the contract. The agreed supply conditions have an indicative and not mandatory value.

The supply could be suspended at any time in case of changes in the Ordering party patrimonial standing as stated in art. 1461 of the Italian Civil code.

2 – PRICES

In case of variations in raw materials prices, salaries or any other cost element, we reserve the right to recalculate the prices also for pending contracts.

3 – PRICES VARIATIONS

Prices in the contract have been calculated considering material and labour costs referred to the date of the contract stipulation.

In case of variations in any cost elements during the execution of the sale, we reserve the right to recalculate the prices.

4 – PAYMENT TYPOLOGY

The payment of the supply is at the domicile of the Vendor Company as specified in the form in the order confirm. The transmission of the amount, whatever is the chosen means of payment, is always at Ordering party risk. Rounding off or credit transfer are not accepted.

If an exchange regulation is agreed, the Ordering party is charged with both the discount interests than the relevant expenses and commissions. The interests will be counted at the official rate plus 5 units.

For no reason and for no title the Ordering party can delay the payments beyond the agreed time limit, neither in case of delay in the goods delivery nor for any kind of contestations.

On the delayed payments the interest will be counted at the official rate plus 5 units, by full right and without fall into arrears, excluding that the Ordering party could have in faculty of delaying payments.

5 – PROPERTY RESERVATION

The Vendor Company maintains the property of the supplied material until their full payment but the risks are charged on the Ordering Party since the delivery.

Any act of the Ordering Party that, excluding the explicit written agreement of the Vendor Company, cause prejudice to the right for The Vendor Company to resell the material will be subjected to the law sanctions.



6 - 货物交付

尽管有协定的交付时间，但供应商没有为交付延迟、中断、货物全部或部分拆解而产生的任何直接或间接损失支付赔偿金的责任。

交货期自订单确认之日算起，但是，在任何情况下，就算款项已汇出，如果供货商未收到货款，交货期就尚未开始。

按照法律，在下列情况下，交付时间可以充分延后：未按时付款；订货方未提供合同中指定应提供的；供应商以外的理由，如下级供应商的延迟等。

7 - 交货地点

根据民法第1510条，货物在生产商的车间交付，完成将货物交给订货方或运输方（如价格包括运费）这一动作即完成交货。

如货物由供应商运输，则货物交付的执行时间和地点为发货注意事项中指定的时间和地点。

如果由于任何原因，要发送的货物不受供应商意愿控制而未能运送，则根据起运货物警告或最终测试，应视为完全执行了交付。由于交付后货物的所有风险转移给订货方，因此在上述供应商意愿外运输延迟的情况下，供应商保留向订货方收取存储、维护和保险等费用的权利。

货物，即便是自由交付销售，其风险也在订货方；供应商只支付运输费用。

8 - 技术信息

买方负责根据产品特点和用途购买产品。

建议按照技术规范组装和使用产品。

供应商保留权利：在任何时候，因考虑技术上的便利而对对产品做出修改。

所有图纸的权利都归供应商所有，无书面许可不得提供给第三方或进行复制。

9 - 质保条款

供货方保证产品的良好品质并且使用自己的材料生产，并向订货方保证，对于可以证明的、由于材质不好，结构不良或者做工缺陷而导致的有缺陷的或者不能用的所有产品，在以下所述的保修期内，给予尽快免费维修或替换。

自然退化、由于订货方经验不足或疏忽、超出合同规定过载、未许可的行为、订货方或第三方为订货方做出的篡改、意外事件或不可控力量造成的损坏不属于供应商的责任。

6 - DELIVERY

The agreed delivery time does not commit the Vendor Company, which is not obliged to pay an indemnity for any possible direct or indirect damages due to delivery delays, interruption, total or partial resolution of the supply.

The delivery time starts from the order confirmation date but, in any case, if a payment rate at the order has been arranged, the delivery term does not start until the Vendor Company has received it.

The delivery time is intended adequately postponed by law: if the payments are not punctual, if the Ordering Party does not supply what stated in the contract or if some causes independent from the Vendor Company including possible delays of sub-suppliers.

7 - DELIVERY PLACE

The delivery, as stated in the art. 1510 of the Civil code, is intended in the manufacturer workshop and executed at the act of transferring the material to the Ordering Party or to the vector, if the price includes the transportation.

In case of transportation made by the Vendor Company, the delivery is considered executed at the time and in the place stated in the warning of sent goods.

If for any reason, the goods ready to be sent have not been transferred due to a cause which is independent from the Vendor Company will, the delivery is intended fully executed since the simple warning of goods ready for the expedition or the final test. After the delivery all the risks relevant to the goods pass to the Ordering party and consequently the Vendor Company reserves the right to charge the stocking, maintenance, insurance etc. costs on the Ordering party in the above case of transferring delay independent from the Vendor Company will.

The goods, even if they are free delivery sold, are carried at Ordering party's risk; consequently the Vendor Company is charged only with the transport expenses.

8 - TECHNICAL DATA

Buyers are responsible for buying our articles according to their characteristics and their use.

It is recommended to assemble and use the products in accordance to the technical regulations.

The supplier reserves the right to modify his products whenever he considers these modifications technically convenient.

All drawings remain property of the Vendor Company and cannot be given either to a third party or reproduced without a written authorization.

9 - WARRANTY

The supplier guarantees the good quality and manufacturing of his own materials, assuring the Ordering party, within the warranty period indicated below, to repair or replace as soon as possible at no charge all products which are defective or useless as a demonstrable consequence of poor material, faulty construction or defective workmanship.

Claims for natural deterioration, damages due to inexperience or negligence of the Ordering party, overloads beyond contractual negotiations, unauthorized



根据第6条和第7条，在供应商工厂生产的产品的保修期是自交付之日起36个月内。

只有在产品按照技术说明书中的指南或关于产品使用的《基本信息》进行安装的情况下，保修期才有效，技术说明书和《基本信息》见基本产品目录（最大工作温度、危险化学品、固定距离等）。

对于非供应商生产的部件，保修问题需要考虑。

即便出于任何原因，产品未曾使用过，保修期间也是36个月。
供应商是否会快速进行保修会视订货方是否遵循了付款条件或其他特定的协定条款而确定。

保修产生的修理或更换费用完全由订货方支付。

在工厂停工期间没有义务向订货方提供任何产品，也不承担损害补偿或赔偿责任。

与保修有关的任何作业导致的所有运输费用都由订货方支付，并由订货方承担风险。根据民法第1512条，任何原因都不能延长有效期规定。

10 - 争议事项

合同即便涉及到意大利国外公民或需向外国供货，也都以意大利现行法律为依据。

主管法院是供应商法定总部所在地唯一有司法权的法院，除了《民事诉讼法》第32条及后面几条，订货方不得由于保证或相关事项而寻求其他地方的司法机构。而供应商作为参与方，可以在订货方所在地，无论是意大利还是国外，采取法律行动。

即便出现索赔，订货方也无法摆脱遵从协定付款条件的义务，也不涉及已协定条款的延迟。合同登记及最终刊印费用都由客户付款。

警告：

在此声明，如有争议，意大利文版的《基本销售条款》为采取法律手段的唯一有效版本。

中国版本仅供参考，以便于您阅读和理解。

actions, tampering made by the Ordering party or by a third party for him, fortuitous events or causes of major force will not be responsibility of the supplier.

The warranty period of the products manufactured in the factory of the supplier is of 36 months from the delivery date, according to Art. 6 and 7.

Warranty is valid only if our articles are assembled in accordance with the instructions given in the technical sheets or in the General Information about their use, which can be found in our General Catalogue (Max working temperature, absence of dangerous chemical substances, fixing distances, etc..).

For the components which are not manufactured by the supplier the warranties of the Manufacturers have to be considered.

The warranty is valid for 36 months, even though, for any reason, the products have not been used at all.

The quick intervention in warranty of the supplier remains subordinate to the observance of the payment conditions by the Ordering party or any other particular negotiations agreed.

The expenses accruing from reparation or replacement in warranty will fully be at the Ordering party charge.

Nothing will be due to the Ordering party either for the period of inactivity of the plant, or compensation for damages or indemnity shall be claimed.

All transport expenses tied to any operation executed in warranty shall be at charge and risk of the Ordering party. For no reason the terms of validity and prescription shall be delayed according to Art. 1512 of the Civil Code.

10 - CONTROVERSIES

Contracts, even though stipulated with foreign citizens or for material supplied abroad, are regulated by the Italian legislation in force.

The competent Court is the only one having jurisdiction in the place of the legal headquarters of the Vendor Company also in exception of the art. 32 and following ones of the Civil Procedure Code, with the exclusion for the Ordering party to have the possibility to go a Judicial Authority of an other place also due to the guarantee or the connection suit, but saving the possibility to Vendor Company to begin, as part involved, a legal action in the place, in Italy or abroad, where the Ordering party is.

Possible claims do not release the Ordering party from respecting the agreed payment conditions and do not involve any delay of the agreed terms.

Contract registration and eventual transcription fees are at customer's charge.

WARNING:

Would you please be informed that, in case of controversies, the Italian version of the "General Conditions of Sale" is the only valid for legal purposes.

English version is here offered only for your info and to make your reading easier and comprehensible.

