

elmec srl
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25060 Polaveno (BS), Italy
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pec@legal.elmec.org



GENERAL TERMS AND CONDITIONS OF SALE

REV. XXX of

1. Scope and Application

These general terms apply to all sales agreements between ELMEC S.R.L. and its CUSTOMERS. No modifications to these Terms will be valid unless confirmed in writing by an authorized representative of ELMEC S.R.L.

2. Contractual Documents

2.1 Request for Quote (CUSTOMER) and Offer (ELMEC S.R.L.)

Upon request, the CUSTOMER may submit a request for a quote to ELMEC S.R.L. in any format. ELMEC S.R.L. will provide a written offer outlining all applicable requirements. Items not explicitly stated in the offer are considered excluded.

2.2 Order

ELMEC S.R.L. accepts customer orders through postal mail, fax, telephone, and email exclusively at orders@elmec.org. Any requirements not specified in the order will be disregarded unless they align with these general terms.

2.3 Order Confirmation and Modifications

No order is considered accepted without a formal written confirmation from ELMEC S.R.L., sent within five business days. Certain terms in the customer's order, such as delivery date, may be revised in the order confirmation. Unless ELMEC S.R.L. receives written objections from the customer within three business days, all specified conditions are considered accepted.

3. Product Delivery

Product dispatch will occur under the agreed supply terms (INCOTERMS 2010):

- DAP
- DAP with Invoice Charges
- FCA.

4. Packaging

ELMEC S.R.L. will follow its standard internal packaging procedures. Any non-standard packaging requirements must be specified in the contractual documents. Unless otherwise noted, packaging costs are included in the product price.

5. Equipment

5.1 Specific Equipment

If a customer-specific part requires specific tools (e.g., punches, special tools, molds), ELMEC S.R.L. reserves the right to request a one-time cost contribution from the CUSTOMER. This does not entitle the CUSTOMER to exclusive use of the equipment. The equipment remains the property of ELMEC S.R.L., which is also responsible for its maintenance.

5.2 Extrusion Dies

Ownership remains with the extruder, who will keep the dies for two years following the last delivery. Use of these dies is reserved for ELMEC S.R.L. and may only be utilized by third parties with written authorization from ELMEC S.R.L.

5.3 Screen Printing Frames

Ownership of the screen printing frames remains with ELMEC S.R.L., which will store them for two years from the last product delivery date. Use of these frames is reserved for ELMEC S.R.L. and may only be used by third parties with prior written authorization.

6. Payment Terms

Payment terms must be specified in the contractual documents and must comply with these general terms. No deviations will be allowed unless authorized in writing by ELMEC S.R.L.

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Payments will not be deferred for orders under €100; these must be prepaid or paid cash on delivery.

7. Non-payment

If a payment is missed, ELMEC S.R.L. may suspend or cancel all active contractual documents with the CUSTOMER, potentially delaying ordered goods. For overdue payments, ELMEC S.R.L. may demand the principal plus interest as per Legislative Decree No. 231/2002, with possible compensation for additional damages. ELMEC S.R.L. reserves the right to charge €6.00 for any returned direct debit.

8. Complaints

Any complaints must be submitted in writing to complaints@elmec.org. Complaints will only be considered if reported by the CUSTOMER to ELMEC S.R.L. within 24 months of product delivery. CUSTOMER satisfaction is a priority, and ELMEC S.R.L. will carefully review complaints submitted accordingly.

9. Warranties

Without prejudice to any other remedies, ELMEC S.R.L. guarantees that the products comply with technical specifications stated in the order and order confirmation, meet relevant Italian and European standards, and are free from design, manufacturing, or material defects. For goods purchases, ELMEC S.R.L. guarantees the products' functionality under Legislative Decree No. 24 of February 2, 2002. These warranties do not affect other legal remedies for the purchaser.

10. Product Liability and Insurance

ELMEC S.R.L. agrees to maintain appropriate insurance for liability due to defective products and will provide documentation upon request.

11. Intellectual Property Rights

The CUSTOMER retains ownership of all intellectual property rights related to projects, drawings, methods, inventions, or any other proprietary materials provided to ELMEC S.R.L. for order execution. Providing documents to ELMEC S.R.L. does not grant any license or proprietary rights unless otherwise agreed in writing. ELMEC S.R.L. reserves its intellectual property rights on documents and technical sheets supplied to the CUSTOMER, who may not disclose or share them without ELMEC S.R.L.'s written permission.

12. Design and Consulting Services

Unless otherwise specified, design services are included in the product price. The CUSTOMER may request the technical documentation generated for product manufacturing in non-vector format (.pdf). For consulting services, economic terms will be detailed in the offer document, and vector files may be requested as per agreement.

13. Duration and Termination

Acceptance of this document activates these terms for all contracts and renews them with each contract, even if modified.

14. Force Majeure

Neither party will be liable for delays or failure to perform obligations due to unforeseen events outside their control, including natural events, civil unrest, strikes, and other circumstances. Delivery dates may be adjusted as needed.

15. Confidentiality

ELMEC S.R.L. agrees to keep all CUSTOMER information confidential, not disclosing it to third parties or using it beyond order execution unless authorized in writing. This confidentiality obligation continues even after these terms end.

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16. Applicable Law and Jurisdiction

These Terms and all contracts with the CUSTOMER are governed by Italian law. Disputes will be exclusively resolved in Brescia.

17. Privacy

Under Legislative Decree 196/2003, ELMEC S.R.L. informs that data will be processed following current laws and respecting privacy. The data controller is ELMEC S.R.L., with contact details provided in the company's offices.

Data purposes include service execution and marketing. Providing data is optional, but refusal may prevent contract fulfillment. Data rights may be exercised under Article 7 of the Decree.

18. Health, Safety, and Environment

ELMEC S.R.L. ensures compliance with Italian health, safety, hygiene, environmental, and ergonomic standards.

Acceptance of Terms

By accepting this document, the CUSTOMER fully agrees to these General Terms and Conditions.

Date _____ ELMEC S.R.L. Signature _____

CUSTOMER Signature _____

Under Articles 1341 and 1342 of the Italian Civil Code, both parties declare that they have carefully read, specifically approved, and accepted the following clauses: Article 3 (Product Delivery); Article 7 (Non-payment); Article 8 (Complaints); Article 14 (Confidentiality); Article 15 (Applicable Law and Jurisdiction).

Date _____ ELMEC S.R.L. Signature _____

CUSTOMER Signature _____

