

## **GENERAL TERMS & CONDITIONS OF SALE**

Please read these terms and conditions of sale carefully before making your decision to purchase

### **1. Premises**

The present general terms and conditions of sale apply to transactions between Savino Barbera snc (the Supplier) and other businesses (clients) wishing to order Savino Barbera products online.

The terms and conditions under which such products are offered for sale on this Web Site are set forth herein. By ticking the -I accept- box on the order form and submitting the order, you accept and agree to be bound by these terms and conditions. Philips reserves the right to change these terms and conditions at any time, without prior notice. Such change however will have no effect on orders that were submitted before posting of such revised terms and conditions.

### **2. Order and Acceptance; Payment**

Orders submitted by you are binding on you and cannot be cancelled after order submission. No orders submitted through the Web Site are binding on Philips unless explicitly accepted by Philips. Acceptance will be effective upon transmission of Philips' e-mail confirmation of acceptance of your order. Philips has no obligation to accept orders placed through this Web Site. Philips reserves the right to restrict ordered quantities when accepting orders.

### **3. Pricing Policy**

All prices are in EUR. Prices shall be those prices published on this Web Site at the time you submit your order. The prices published on the Web Site are exclusive of applicable taxes and of shipping and handling costs. The total price stated on the order form shall be the total amount payable by you for the products ordered including all taxes, levies, handling and shipping charges.

#### **3. Payment methods**

The only method of payment - unless otherwise agreed with Savino Barbera - is by bank transfer upon confirmation of order where bank details will be supplied.

### **4. Delivery**

Savino Barbera will deliver the products to the delivery address you have specified in the order form and in accordance with the delivery option you have chosen. Any delivery or shipment dates given by Savino Barbera are best estimates only and Savino Barbera shall not be liable for any loss, damage, costs or expenses for failure to deliver in accordance with the delivery or shipment dates given. Delivery of all products ordered in one order submission will take place in one delivery. In the event any of the products ordered is out of stock, this may mean the whole order is delayed.

### **5. Technical data**

Technical information on the product is contained in the Technical datasheet and in the Dimension sheet as well as in the Instructions manual supplied with the product. The Supplier

reserves the right to make any minor changes to the products it deems appropriate without notice.

The products shall be supplied in each case subject to proprietary rights. Any use of the drawings and technical information provided with the product other than what established in the supply agreement without the prior authorisation of Savino Barbera is an infringement of the author's copyright and a violation of intellectual property rights. Drawings, technical information and any element supplied with the product cannot be transferred to third parties in full or in part without the written authorization by Savino Barbera.

## **6. Warranty**

Supplier warrants that the product sold conforms to its description and to any applicable specifications, is of good merchantable quality and is fit for the purpose (whether express or implied) for which it is sold. During the warranty period (indicated below) the Supplier will correct any warranty defect free of charge through repair or exchange service as fast as possible provided: a) the defect is not the result of product modification or tampering or is damaged by Acts of God, power surge, misuse, abuse, negligence, accident, wear and tear, mishandling or misapplication.

The warranty period starts on the date of delivery (as described in clause 4) and terminates after 12 (twelve months) whether the equipment has been used or not for any reason whatsoever. Warranty service by Savino Barbera is applicable only if the product has been paid in full. Any repairs or replacements during the warranty period will be carried out at the Seller's premises.

The Supplier's liability is limited in each case to the value of the supplied goods and takes no responsibility for any other guarantee, either implicit or explicit, in relation to the product and the documentation accompanying it. Savino Barbera hereby disclaims any and all liability for any consequential, special or indirect damage, loss of profits, business opportunity or goodwill.

Goods should be returned in their original packaging to Savino Barbera at the Buyer's expenses and responsibility.

No warranty applies to the parts subject to wear and tear.

All products offered for sale are subject to the requirements of Italian law. Savino Barbera cannot be held responsible for any failure to meet the requirements of the legislation of any other country where products are delivered.

## **7. Governing law**

Your purchase of (a) product(s) from this Web Site and these terms and conditions shall be governed by the substantive laws of Italy. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is explicitly excluded. Any claim or dispute hereunder shall be submitted to the exclusive jurisdiction of the courts of Italy.

## **8. Privacy**

Personal information: Savino Barbera will not divulge to third parties any personal information that you provide. This information is confidential and will only be used by internal departments at Savino Barbera for processing your order and/or sending you details of special offers.