



SITEC Srl – Terms and Conditions of Sale

Application of Terms and Conditions

The Supplier shall provide and the Buyer shall purchase the Goods and Services in accordance with the quotation, which shall be subject to these Terms and Conditions.

1.0 International Customers

If the goods are ordered from a country other than where Sitec Srl is located, import duties and taxes may apply upon arrival. Sitec Srl will aim to clarify all additional charges, where possible, in the quotation. Buyers should contact local customs authorities for more details. The Buyer will be the importer of record and must ensure that the purchase complies with the laws of the country of import. Goods may be inspected on arrival for customs purposes, and Sitec Srl cannot guarantee that packaging will be free from tampering signs.

2.0 Service Characteristics

- Supplier employees or agents are not authorized to make statements regarding Goods or Services unless confirmed in writing by the Supplier.
- No variation to these Terms shall be binding unless agreed in writing by authorized representatives of both parties.
- Sales documentation, price lists, and other materials are subject to change without notice and do not constitute offers. No contract will be binding unless a formal quote is made or an order is accepted.
- Typographical or clerical errors in any document shall be subject to correction without any liability from the Supplier.

3.0 The Goods

- No order submitted by the Buyer shall be deemed accepted unless confirmed in writing by the Supplier.
- Specifications shall be as per Supplier's documentation unless explicitly varied and accepted.
- Illustrations and descriptions in catalogs are for guidance only.
- The Supplier may adjust specifications to comply with legal requirements.
- Orders accepted may not be cancelled without written consent and indemnification of the Supplier.

4.0 The Services

- From the Start Date, and in consideration of the price, the Supplier shall perform the Services identified in the offer with reasonable skill and care.

5.0 Price

- The price is that stated in the valid quotation at the time of order acceptance.
- Prices include Supplier packaging and transportation unless stated otherwise.
- Prices exclude VAT and similar taxes, which the Buyer shall pay additionally.

6.0 Payment

- Unless agreed otherwise in writing, the Supplier will invoice upon delivery.
- Buyer shall pay without deduction before placing any order unless credit terms are agreed.
- Payment must be made even if delivery has not occurred or ownership has not passed.
- Supplier reserves the right to suspend credit if not satisfied with Buyer's creditworthiness.

7.0 Delivery and Performance

- Delivery shall occur at the place specified in the offer, or otherwise at Supplier's premises.
- Delivery dates are indicative; early delivery is possible.
- If Buyer fails to take delivery, risk passes and storage/insurance costs may be charged.

8.0 Non-Delivery

- If delivery is delayed due to Buyer or other reasons within Buyer's control, the Supplier shall not be liable for delay if delivery occurs later.

9.0 Risk and Retention of Title

- Risk passes upon notification of readiness for pickup or actual delivery.
- Title passes only upon full payment.
- Buyer shall not pledge or encumber Goods still owned by the Supplier.

10.0 Assignment

- The Supplier may assign the Contract without prior consent.
- The Buyer may not assign without written consent from the Supplier.

11.0 Defective Goods

- Buyer must notify defects within 7 business days.
- Supplier may repair, replace, or refund within 30 business days.
- Returns must be agreed in writing and will be evaluated.
- Supplier is not liable for wear, misuse, or unauthorized modifications.

12.0 Buyer's Default

- If payment is missed, the Supplier may:
 1. Cancel orders or suspend deliveries;
 2. Allocate payments at their discretion;
 3. Charge 2% interest above ECB base rate monthly.

13.0 Liability

- Supplier is not liable for indirect or consequential losses.
- Total liability is limited to contract value.

14.0 Confidentiality

- Both parties agree to keep confidential all information during and after contract validity.
- Disclosure is allowed only as legally required and with prior notification to involved parties.

15.0 Notices

- Notices must be in writing and signed by authorized representatives.
- Considered delivered upon hand delivery, courier, or confirmed email (PEC).

16.0 Force Majeure

- Neither party shall be liable for failures due to events beyond reasonable control (e.g. natural disasters, war, internet outages).

17.0 Waiver

- Failure to enforce any clause does not waive future rights.

18.0 Spare Parts Terms

- Buyer must confirm return of replaced units within 7 days.
- Returned units must be same part number and in repairable condition unless agreed otherwise.

19.0 Previous Terms

- In case of conflict, these current Terms shall prevail.

20.0 Third Party Rights

- No third party shall have rights under the Contract.

21.0 Governing Law and Jurisdiction

- These Terms and the Contract are governed by Italian law.
- Any disputes shall be subject to the Court of Vicenza (Italy).