

GENERAL TERMS AND CONDITIONS

GENERAL:

The general terms and conditions of sale (GTC), described below, detail the rights and obligations of the Albatros Trade Srl and its client within the framework of the sale of its products and services. For all orders placed with Albatros Trade Srl it is deemed that the client has read and accepts in full the general terms and conditions of sale as well as the obligation for the client to open an account according to the conditions of article 1 of these general terms and conditions of sale.

For any special conditions that may be additionally agreed Albatros Trade Srl reserves the right to modify these conditions for the following reasons:

- Non-respect by the client of the general conditions of sale
- Exit or integration of the client into a group, grouping or central office
- Change in the client's financial situation

ARTICLE 1 - OPENING A CUSTOMER ACCOUNT

Any opening of an account and the application of the conditions can only be done by obtaining the «Account Form» document duly completed and signed. Any opening of an account shall only be valid after the agreement of Albatros Trade Srl.

ARTICLE 2 - ORDER

Orders are final only after written signed confirmation (e-mail) from the customer. The customer must provide the exact and conforming information concerning the delivery and invoicing address. Albatros Trade Srl shall not be held responsible for order errors and the consequences that may result from them (e.g. delays or delivery errors). In this case, the costs incurred for the reshipment of the order shall be borne by the customer.

Albatros Trade Srl reserves the right to demand total or partial payment at the time of placing the order if it is deemed that the financial situation of the client so requires.

Any modification or cancellation of the order requested by the customer can only be taken into consideration if it is received in writing within 24 hours of the order confirmation. Beyond this period, the order will be processed according to the conditions of the initial order. It will be at the discretion of Albatros Trade Srl to consider potential exceptions.

Any order placed by the customer must respect the minimum order value of 150 Euro.

ARTICLE 3 - DELIVERY TIME & RISKS

Delivery times are given as an indication and do not constitute a commitment by Albatros Trade Srl to deliver on the date indicated. However, Albatros Trade Srl shall endeavour to respect the delivery times. Late deliveries may under no circumstances give rise to claims for compensation, penalties, damages, withholding of payment, or cancellation of orders in progress.

Albatros Trade Srl cannot be held responsible in the event of delay or suspension of delivery that is attributable to the client or in the case of force majeure.

The transfer of risk will be carried out according to the chosen incoterm. In the event of missing or damaged products during transport, the customer must report these on the delivery note for the said products. These reservations must be confirmed by registered letter with acknowledgement of receipt to the carrier within 3 days of delivery of the goods. In the absence of a claim in this timescale Albatros Trade Srl shall be released from any obligation towards its client.

ARTICLE 4 - PRICE AND INVOICING

The prices of our products and spare parts are Ex-Works. They are denominated in Euro and calculated excluding taxes, transportation cost and insurance. Albatros Trade Srl reserves the right to modify its prices at any time without prior notice. An invoice is drawn up for each delivery and is issued at the time of delivery.

ARTICLE 5 - TERMS OF PAYMENT

Payment for the goods is made as upon the payment terms agreed and reported in the order confirmation. Albatros Trade Srl reserves the right, at any time, to demand payment for the goods at the time of order or before dispatch.

Non-compliance with payment deadlines may lead to the suspension of all orders in progress without prejudice to any other course of action. Any default in payment shall render any debt, even if not yet due, immediately payable and shall lead to the cancellation of all orders in progress without formal notice. No complaint or dispute shall entitle the customer to suspend the payment of invoices. Only credit notes issued by Albatros Trade Srl can partially or totally cancel invoices.

For any unpaid invoices, all payments received may be allocated to any invoices or part invoices due at the discretion of Albatros Trade. The interest rate for penalties due in the event of late payment is equal to the half-yearly key rate of the European Central Bank (ECB), in effect on the 1st of January, plus 10 points. Late payment penalties shall be automatically and by right acquired by Albatros Trade, without any formality or prior formal notice. Penalties are applied to the amount of the invoice excluding VAT and start from the due date of the invoices. If Albatros Trade Srl deems it necessary to secure payment by employing an external agency costs incurred will be applied to the customer debt. In addition interest of 1.5% per month shall automatically applied in addition to a fixed indemnity of 15% of the amount of the debt.

ARTICLE 6 - GUARANTEE - EXCLUSION OF GUARANTEE - AFTER-SALES SERVICE

The warranty period is 12 months from the date of invoicing the product by Albatros Trade Srl to the customer. The warranty does not cover damage or defects from causes external to the product, damage related to transport, assembly or misuse, to the product not properly maintained or in poor maintenance conditions, to the product exposed to atmospheric agents, to the product tampered with or modified. by the customer. In all cases the guarantee does not apply to parts subject to wear.

If a defect is found, the customer is required to promptly inform Albatros Trade Srl by email by sending the product serial number, the description of the problem faced and photos and / or videos of the defect found. The retailer must in any case return the product at his own expense. The return transport costs are never to be considered the responsibility of the manufacturer. Once the product has been received, Albatros Trade Srl will assess the actual defect and, if considered under warranty, it is the manufacturer's discretion to decide whether to repair or replace it. Once the object is repaired or replaced, the customer can proceed with its collection. Albatros Trade Srl will not be responsible for shipping or transport. The guarantee is always to be considered ex-works. In any case, the guarantee will be valid only if the customer is able to prove the actual purchase receipt. The warranty does not apply to products with altered, defaced or removed serial numbers and no credit will be issued for repairs performed by third parties not part of Albatros Trade Srl.

Complaints about hidden defects or non-conformity of the delivered product must be made in writing to Albatros Trade Srl within 8 days of the arrival of the products. Failing this, the products will be considered to be accepted as they are.

ARTICLE 7 - RETENTION OF TITLE CLAUSE

The goods, subject to the present contract, are sold with a clause expressly retaining title until payment is received by Albatros Trade Srl in full. The above provisions shall however not prevent the transfer to the customer, as soon as the goods are delivered, of the risks of loss or deterioration of the goods subject to retention of title, as well as the damage they may cause.

Albatros Trade Srl reserves the right to make any modification it deems useful to its products at any time and, without obligation to modify the products previously delivered or in the course of an order, it reserves the right to modify without prior notice the products defined in its marketing materials website or catalogues.

ARTICLE 8 - RESALE AUTHORISATION

The customer is authorized, within the framework of normal operations, to resell the goods. The reseller shall have a stock of spare parts for the products sufficient to ensure the after-sales service and repair of the products in the best possible way as for quality and speed. Failure to comply with the instructions for the use of the products, as well as the installation of accessories that are not workmanlike or the modification of the products without the manufacturer's written authorization shall exclude the latter's obligation to provide the warranty.

Any modification, transformation or alteration of the goods is forbidden. If the customer contravenes this prohibition, Albatros Trade Srl shall be authorized to repossess the goods still in stock at the customer's premises, after formal written notice.

In the event of modification, transformation or alteration of the goods, Albatros Trade Srl cannot be held liable for any subsequent failure or loss for any reason whatsoever.

ARTICLE 9 - USE OF THE Albatros Trade TRADEMARK

The use of the Albatros Trade brand and the documents made available on the Albatros Trade Srl websites requires the signature of the «Customer Account Form» document. Albatros Trade Srl retains exclusive ownership of these elements.

ARTICLE 10 - PERSONAL DATA

Albatros Trade Srl acts in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter the «GDPR»).

The personal data that may be collected are:

- Surname, first name and position in the company,
- E-mail address, direct business and mobile phone numbers,
- Postal address

Personal data is collected and used only for the purposes of commercial relations, professional relations, commercial communication or for the management of the after-sales service, and in order to allow the identification of relevant contacts.

The data collected in this way is not processed for the purpose of dissemination or transfer to commercial partners.

The recipients of the personal data are the employees of Albatros Trade Srl. These recipients are subject to strict confidentiality and security obligations and will have access to personal data for strictly professional reasons limited to the purposes of processing.

The personal data collected is kept for the time necessary for the purpose of the collection and, at a minimum, for the legal period of conservation of the documents in which it appears.

Data subjects have the right to access, rectify, update, oppose or delete their personal data at any time. The request must be sent by post to the following address:

Albatros Trade Srl
Via Aurelia 65 - 54033 Carrara (MS) Italy
Email: info@ait-induction.com Tel: +39 0585 837316

ARTICLE 11 - APPLICABLE LAW - DISPUTES

All orders are subject to Italian law even if the buyer is a foreigner. In case of dispute, the Commercial Court of Massa will be exclusively competent to hear the dispute.

The application of the 1980 Vienna Convention on the International Sale of Goods is expressly excluded.

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