

## **1 Object of the Contract**

- 1.1 The present General Conditions will be applied to every single supply by TECHNOLIFT. They shall have precedence over the conditions appearing on any document emanating from the Buyer, except in so far as expressly consented to by TECHNOLIFT in writing.
- 1.2 "Products" means all items that are the object of the single Contract of Sale, here named "Contract", as defined by TECHNOLIFT on the Order Confirmation sent to the Buyer.
- 1.3 The object of the Contract is the sale of products in accordance with the following conditions.
- 1.4 The Buyer is fully liable for the accuracy of the address and the fiscal numbers of the invoice holder and for the destination of the goods.

## **2 Settlement of the Contract**

- 2.1 The Contract is settled with the Confirmation by TECHNOLIFT of the written order of the Buyer. Failing the written order of the Buyer, the contract is not settled even in case of behaviours of the Buyer (i.e. payment of the instalment at order) that could be meant as for tacit acceptance.
- 2.2 If the Order Confirmation transferred by TECHNOLIFT includes any differences in comparison to the order of the Buyer, all terms of the order confirmation are meant accepted by the Buyer if he won't agree in writing within seven days after receiving the order confirmation.

## **3 Changes of the Contract**

- 3.1 In case of changes asked by the Buyer after the settlement of the Contract, TECHNOLIFT reserves the right to debit the Buyer with the direct costs supported and to modify price and delivery terms.
- 3.2 Cancellation or suspension of the Contract will be effective only if required in writing by the Buyer and confirmed in writing by TECHNOLIFT, that will reserve the right to ask for compensation for the costs and/or charges for the started execution of the order and/or the storage at warehouse.

## **4 Features of the Products**

- 4.1 TECHNOLIFT intends to bring all necessary or appropriate changes to its Products, if they don't alter their essential features.
- 4.2 TECHNOLIFT intends moreover to change its documentation without any notice.
- 4.3 Technical documentation and drawings sent to the Buyer belong to TECHNOLIFT and they cannot be transferred to others, photocopied or reproduced without authorization.

## **5 Delivery terms, incoterms and property of the Products**

- 5.1 Delivery terms are referred to a specific calendar week and are indicative; all Saturdays, holidays and Company vacations are not included.
- 5.2 If the Buyer needs a "peremptory" delivery time, this requirement must be explained clearly in writing on the order and accepted in writing by TECHNOLIFT. Failing this demand, delivery terms must be meant as indicative.
- 5.3 Delivery terms of the Product run from the receiving of the last specification/drawing from the Buyer.
- 5.4 If, by reason of an act of God, the delivery of the Products is not possible within the terms agreed, new delivery terms will be fixed reaching an agreement between TECHNOLIFT and the Buyer. Any possible delay in delivering the order cannot give rise to any claim for damages or interests.
- 5.5 The delivery of the goods, if not differently agreed, is always to be meant ex-factory in Lavis (TN) – Italy. Goods, even if delivered free of charge, are always sent at Buyer's own risk.
- 5.6 No packages are accepted back.
- 5.7 Signature on transport documents involves the full acceptance of the goods.
- 5.8 Any dispute about the condition and the quantity of the items must be pointed out to the carrier and noted on all documents of transport within eight days after receiving of the goods.
- 5.9 The product will belong to TECHNOLIFT as long as it is entirely paid.

**6 Payment conditions**

- 6.1 Payments shall be made only through Bank or in the head office of the Company TECHNOLIFT. Any receipt of agents or others won't be recognized. If payments don't occur at the terms agreed, the Buyer will have to pay an interest 0.5% higher than the official rate to TECHNOLIFT and any further cost. Failing the payment of the invoices, also partially, TECHNOLIFT will reserve the right to suspend all the supplies.

**7 Warranty for the Product working**

- 7.1 The Company TECHNOLIFT is not answerable to the Customers in any case for any damage if caused by changes on its products, made without written authorization or if products are used for different aims from the ones they were manufactured for.
- 7.2 The warranty on the product will be limited to flaws that are pointed out within one year starting from the delivery time, and it will stop at the expiry of this period even if, for any reason, components have not been assembled. Defects due to circumstances that cannot be attributed to manufacturing flaws of the product are not covered by warranty.

**8 Warranty for the Product conformity**

- 8.1 Complaints for components not in keeping with the ones ordered, missing or wrong inside the packages, must be transmitted in writing within 12 month from receipt of goods. TECHNOLIFT will provide at its expense only with the replacement of the materials that are necessary to solve the complaint. For no reason TECHNOLIFT will recognize to the buyer further compensations if not agreed in writing before.
- 8.2 In some cases, agreed between the parties, an amount equal to the value of the goods can be recognized as a compensation and alternative to the replacement of the components. Products that are not in keeping with the ones required must be returned upon authorization of TECHNOLIFT at buyer's expense. No debits for replacement of goods will be accepted if they haven't been agreed before and accepted by TECHNOLIFT.

**9 Applicable law and competent Court**

- 9.1 The Contract is regulated by the Italian law.
- 9.2 For any dispute deriving from the Contract or linked to the Contract the Court of Trento will be competent exclusively.

**10 Personal data protection**

- 10.1 The Buyer consents the treatment of His personal data according to the art. 13 D.Lgs 196/03.

IMPORTANT! The continuation of the orders will constitute tacit acceptance of the present Sales Conditions.

Signature for approval  
TECHNOLIFT Srl



Signature for acceptance  
The Buyer

The Buyer declares to have examined and accepts in particular points 2.1, 2.2, 5.1, 5.2, 5.3, 5.8, 7.1, 7.2, 8.1 and 8.2.

Signature for acceptance  
The Buyer