

 <p><b>A.T.S. S.R.L.</b>  SALDATURA E FASTENERS  Via Del Mangano 4/A  40023 Castel Guelfo Di Bologna (Bo)  Tel: 0542/670427  Capitale Sociale € 30.000,00 i.v.  REA 349353 P.IVA: 00824841209 C.F. 04169740372  <a href="http://www.atslamberti.com">www.atslamberti.com</a> <a href="mailto:info@atslamberti.com">info@atslamberti.com</a>  Pec : atscastelguelfo@pec.confartigianato.it  COD. SDI M5UXCR1</p>	<h2>Sales conditions</h2>	<p>Modulo 8.2-M01-25/03/2022 - Pag. 1/4</p> <p>AZIENDA CERTIFICATA SISTEMA  QUALITA'  UNI EN ISO 9001:2015 REG.3023/A</p>  
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**As per your kind requests, please find our best selling conditions:**

**SPECIAL OFFERS AND TELEPHONE ORDERS:** In the case of request for quotations and telephone orders, you will receive a written offer. We kindly ask you to proceed as soon as possible to check the quotation and relevant documents in order to confirm for acceptance, by signing and Company stamp. In case of any discrepancy, please would communicate us the relevant data, by e-mail or phone call. In absence of such a procedure, we won't be able do proceed with order processing in a regular way.

**DELIVERY TIMES:** The delivery times indicated on the offer and on the order confirmation are indicative and are not to be considered as exhaustive for commercial and legal purposes and in case of dispute, we refer to your requests trying to satisfy your requirements as well as possible. However, in case of delay, we will provide immediately communicating it by mail and or phone call.

**PAYMENT TERMS:** Payment in advance




**TESTS:** In case of deliveries, the repairs made at our premises or at the premises of special equipment, we issue the appropriate test form filled in with all the appropriate specifications according to the checks carried out which we kindly ask to acknowledge and accept.

**ROHS RULES 2011/95 / EU AND EXCEPTION CR VI:** Material supplied by A.T.S. S.R.L. complies with the above directives and in full compliance with applicable regulations that will be subject to documentation.

**DELIVERY TERMS:** Within a quotation and in order confirmation we indicate the delivery terms, mainly to the customer's charge, and in some cases to our, on the basis of agreements with our commercial dept. We remind you that the goods travel on charge of the recipient in each shipment made in case of damage to the goods or non-delivery.

**DELAYS IN DELIVERY TIMES:** due to fluctuations in prices and availability in the commodity market and in light of the current geopolitical situation, we cannot guarantee full compliance with delivery times. Since these are causes beyond our control, A.T.S. S.R.L. does not accept penalties for any delays attributable to these reasons.

**ORDER CANCELLATION:** in case of order cancellation within 24 hours of confirmation (the time of receipt of the confirmation email is valid), no charge will be made. If the cancellation occurs between 24 and 72 hours later, A.T.S. S.R.L. will charge 20% of the order confirmation amount. If the cancellation is notified after 72 hours, 70% of the offer amount will be charged.

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**PACKAGING:** Borne by A.T.S. S.R.L., the material will always be kept perfectly in bags and boxes reporting the Company logo and production lot number, that has to be communicated in case of defects or problems.

**MATERIAL RETURN:** We do not accept goods without authorization, 72 hours after receipt of the goods, in the absence of our Lots and serial numbers indicated on the packaging and related transport document.

**DEFECTIVE OR DAMAGED PRODUCTS:** after 72 hours from their receipt, in the case of products found to be defective or damaged as a result of use, we will proceed to replace or repair under warranty, provided that they have been used in accordance with user manual drawn up by the manufacturer.

If the Customer decides to keep the defective or damaged product, without any formal request for repair or replacement under warranty, he assumes all legal and safety charges and risks.




**DELIVERY USER MANUALS AND EC CONFORMITY IN COMPLIANCE WITH WORK SAFETY PREVENTION OBLIGATIONS D.L.G.S. 81/2008  
LANGUAGE TRANSLATION EUROPEAN UNION**

Equipment provided by A.T.S. S.R.L. Will include:

- user and programming for operators Manual in Italian / English / French / Spanish according to Directive 2006/42 / EC and subsequent amendments and additions
- CE Certified Compliance according to current regulations
- standard components expected User Manual in Italian / English / French / Spanish according to Directive 2006/42 / EC and subsequent amendments and additions
- Test report
- Various and possibles

As far as the Italian translation is concerned, the new Machinery Directive (2006/42 / EC) refers in general to point 1.7.1 and, in particular, to the manuals in section 1.7.4. In essence, all information accompanying or on the machine must be expressed in the language (or one of the official languages) of the European Union country where the machine is marketed, mainly English. At the time of the quotation request, or at the time of order confirmation, we ask for any translation requested, as we would have to ask for authorization from the manufacturer on the Italian legislation "Directive 2006/42 / EC of the European Parliament and of the Council of 17 May 2006 on machinery for amending Directive 95/16 / EC and single text on safety at work in health and safety Legislative Decree no. 81 of 09/04/2008 ".

**COMPOSITION AND MATERIAL ORIGIN CERTIFICATE RELEASE:** If you are requesting the issue of a certificate of material composition and origin, we kindly ask you to make a request at the time of quotation request and order confirmation, otherwise we do not guarantee the delivery of the documentation.

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**CHANGES IN PROGRESS:** Any modification to the original project will be discussed and agreed between the parties with relevant agreements for possible variations in costs and execution times.

**MATERIAL UNDER REPAIR AT OUR PREMISES:** At the time of receipt of repair material at our premises, where the shipping must be agreed formerly with our sales and logistics depts., we will arrange for a regular offer of assistance specifying the amount to be charged if the quote is not accepted within 30 days .; After that period the equipment will be returned to the sender's charge, and / or evaluating the demolition where possible.

**EXTERNAL REPAIR AT CUSTOMER PREMISES:** in case of request of repair at the customer's premises, A.T.S. S.r.l. will immediately forward explicit labor-based tariffs (minimum 1 hour billing in half hour and / or minutes), km travelled, and hours of travel, upon receipt of this signed document for acceptance the technician will care to intervene as soon as possible; Without this procedure, we cannot guarantee the normal execution of our activities.  
Once the work is completed, we will issue with the appropriate regularly filled in report including details of the checks, tests, consumables used, and safety documentation DLGS 81/2008.

**WARRANTY:** The warranty is valid from the date of testing indicated in the special report that we issue at the time of delivery of the goods or by installing it at your place by our authorized technician in the presence of your service personnel. It is intended to be limited to the replacement and / or repair of faulty or defective parts. It does not extend to defects that are inconsistent with the inadequacy and negligence of the customer, and it fails to comply with the instructions given in the user manual and preventive maintenance and modifications made without prior authorization.

**EXCLUSIONS AND LIMITATIONS ON SUPPLY:** This Annex contains only what is specifically listed, and consequently it is excluded, and on behalf of the Buyer, everything that has not been expressly provided including, for example, when supplying particular equipment: - ground and related connection to the power supply line  
- lifting and transport vehicles (forklifts, cranes, etc.)  
- labor of our engineers for handling and installing work  
- Civil aids and / or foundations, work programs  
- store equipment and raw materials (supply and protection material) in quantity and quality suitable for commissioning  
- Every floor plan for operator for loading / unloading pieces, or alternatively, foundation hole for orbital positioner and relative coverings in striped or grided sheet -Transport, living expenses, food and lodging

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Your data will be processed in compliance with current legislation pursuant to and for the purposes of European Regulation n. 679 of 27/04/2016, and subsequent amendments, specifically art. 13, relating to the protection of individuals with regard to the processing of personal data, as well as to the free movement of such data, and which repeals Directive 95/46 / EC.

Holder of the treatment: A.T.S. S.R.L. located in Via Del Mangano 4 / A 40023 Castel Guelfo in Bologna (BO).

Pursuant to the Privacy Code, European Regulation no. 679 of 27/04/2016, and subsequent amendments, the content of this e-mail is strictly confidential and covered by the confidentiality obligation and the unauthorized disclosure and use is prohibited. Anyone who has received this message in error is asked to destroy it and kindly communicate the wrong reception to the sender.

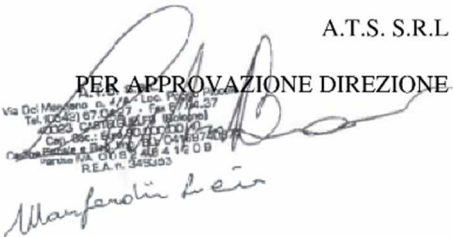
Pursuant to art. 1523 et seq. Of the Civil Code, the goods and equipment provided will remain the property of the A.T.S. S.R.L. Up to the total and last payment of the delivery rates. In the case of default or delay by the customer also in the payment of a single installment, the contract will be automatically terminated and A.T.S. S.R.L. Will revert to the possession of the property subject to the present, withholding what has already been perceived as compensation, except for compensation for the greater.

In the absence of your communications within 48 hours of the date of submission, this is deemed to be accepted in all its parts.

Thanks in advance, with the occasion we are giving our most kind regards.

A.T.S. S.R.L.

**PER APPROVAZIONE DIREZIONE**



*Manfredini L. e in*

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