

## SALES CONDITIONS

Thanking you for your welcome requests, we summarize below our best reserved conditions of sale in case of offers and order confirmations for specific surface treatments on your material:

**REQUESTS FOR QUOTATIONS AND TELEPHONE ORDERS:** In the case of telephone enquiries and orders, you will receive an offer and written confirmation. We kindly ask you to verify the documents and return them signed and stamped for acceptance as soon as possible. Any discrepancies must be communicated promptly by e-mail or telephone. Without this procedure, we cannot guarantee the smooth running of the activities.

**SENDING ORDER CONFIRMATIONS:** Upon receipt of your order, we will send our order confirmation within 3 working days. In case of difficult availability of the raw material, shipping times may vary from 5 to 8 working days.

**SAMPLE REQUEST:** If samples are requested, these will be charged as a normal goods order. The related transport will remain entirely at the expense of the Customer.

**DELIVERY TIMES:** The delivery times indicated in the offers and order confirmations are to be considered indicative and not binding for commercial or legal purposes. We try to meet your needs, but in the event of a delay we will notify you immediately by e-mail and/or telephone.

Once the material has been received, it will not be possible to make partial deliveries that have not been processed if the processing has already started.

In exceptional cases, if the material is not yet being processed, a partial return can be requested. This operation will involve a cost, which will be communicated directly by the sales department in the offer or order confirmation.

**PAYMENT METHODS:** Payment for the first supplies must be made by bank transfer in advance. For subsequent deliveries, the payment method will be specified directly in the offer or order confirmation.

For orders of less than € 100.00 (excluding VAT) an advance bank transfer will be required.

We invite you to always respect the methods indicated in our offers and/or order confirmations. In the event of any changes to bank support, we ask you to notify us promptly upon receipt of your order.

**OPERATION CHECK:** In the event of equipment being sold or repairs carried out at our premises or yours, we verify their operation before shipment, recording all the checks carried out in our archives.



**ROHS 2011/95/EU - REACH 1907/2006 AND CR VI EXEMPTION:** The material supplied by A.T.S. S.R.L. complies with the above directives, in full compliance with current regulations.

**DELIVERY METHODS:** During the offer and order confirmation phase, the mode of transport will be indicated. Generally, transport is at the expense of the customer, unless specifically agreed with our sales department. Please note that the goods always travel at the risk and expense of the recipient. In the event of damage or non-delivery, any disputes must be handled directly with the carrier.

**DELAYS IN DELIVERY TIMES:** Due to fluctuations in prices and availability in the raw material market, as well as the current geopolitical situation, we cannot guarantee full compliance with delivery times. These causes, being beyond our control, do not allow A.T.S. S.R.L. to accept penalties for any delays attributable to these circumstances.

**ORDER CANCELLATION:** The time of receipt of the confirmation e-mail is valid.

- **Within 24 hours of order confirmation:** no charge.
- **Between 24 and 72 hours from confirmation:** 20% of the order confirmation amount will be charged.
- **After 72 hours from confirmation:** 70% of the offer amount will be charged.

**PACKAGING:** Packaging is at the expense of A.T.S. S.R.L. The material will always be stowed in a workmanlike manner, in special bags and boxes bearing the company logo and the production batch. Any defects or problems must be reported by referring to the identification data provided.

**MATERIAL RETURNS:** We do not accept material returns without authorization. Returns will not be accepted after 72 hours from receipt of the goods or in the absence of the lots and serial numbers indicated on the packages and on the related delivery notes.

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

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

**DELIVERY OF USER MANUALS AND CE COMPLIANCE FOR THE PURPOSES OF SAFETY OBLIGATIONS D.L.G.S. 81/2008:** The equipment supplied by A.T.S. S.R.L. will include:

- User and programming manual for operators
- CE certificate of conformity according to current regulations
- User manuals of the standard components provided
- Miscellaneous



**EUROPEAN UNION LANGUAGE TRANSLATION:** The new Machinery Directive (2006/42/EC) regulates the translation of technical documentation in point 1.7.1 in general and, specifically for manuals, in point 1.7.4. In summary, all the information accompanying the machine or on it must be expressed in the language, or in one of the official languages, of the European Union country in which the machine is marketed, with English as the main language. Therefore, when requesting quotation or when ordering, we invite you to indicate any need for a translation. In this case, it will be necessary to request a specific authorization from the manufacturer, in compliance with the regulations in force in Italy, including the Machinery Directive 2006/42/EC of the European Parliament and of the Council of 17/05/2006, which amends Directive 95/16/EC, and the Consolidated Law on Safety at Work (Legislative Decree no. 81 of 09/04/2008).

**ISSUANCE OF CERTIFICATES OF COMPOSITION AND MATERIAL ORIGIN:** To request the certificate of composition and origin of the material, it is necessary to submit the request during the offer or order phase. Otherwise, we cannot guarantee the delivery of the documentation.

**CHANGES IN PROGRESS:** Any changes to the original project must be discussed and agreed upon between the parties.

**MATERIAL ON ACCOUNT REPAIR AT OUR OFFICE:** Upon receipt of the material on account for repair at our office, the shipping method must be agreed in advance with the sales and logistics office. Before sending, we will send you an offer for support, specifying the amount that will be charged if the quote is not accepted within 30 days.

After this period, the equipment will be returned at the expense of the sender and, where possible, demolition can be considered.

**EXTERNAL REPAIR AT THE CUSTOMER'S SITE:** At the time of the repair request at the customer's site, the company will immediately send the detailed rates for labor (with a minimum billing of 1 hour, even for interventions of shorter duration), the kilometers to be traveled and the hours of travel.

Once the documentation signed for acceptance has been received, the technician will intervene as soon as possible. Without this procedure, we cannot guarantee the smooth running of our activities.

Once the work is completed, a complete technical report will be issued, containing details of the checks carried out, the tests, the consumables used and the safety documentation pursuant to Legislative Decree 81/2008.

**NEW EQUIPMENT WARRANTY:** The warranty lasts 12 months from the date indicated in the DDT, issued at the time of delivery of the goods, or from the date of installation at your premises, if carried out by our authorized technician in the presence of your personnel in charge of use.

The warranty covers only the replacement and/or repair of faulty or defective components, but does not extend to damage resulting from misuse, negligence or inadequacy on the part of the customer.



The warranty is void in the following cases:

- Failure to comply with the instructions provided in the user manual;
- Failure to carry out preventive maintenance;
- Unauthorized modifications or interventions.

**REPAIR WARRANTY:** The warranty has a duration of 6 months from the date indicated in the DDT, issued at the time of delivery of the goods, or from the date of installation at your premises, if carried out by our authorized technician in the presence of your personnel in charge of use.

The warranty covers only the replacement and/or repair of faulty or defective components, but does not extend to damage resulting from misuse, negligence or inadequacy on the part of the customer.

The warranty is void in the following cases:

- Failure to comply with the instructions provided in the user manual;
- Failure to carry out preventive maintenance;
- Unauthorized modifications or interventions.

**EXCLUSIONS AND LIMITS OF SUPPLY:** This annex includes only what is expressly specified. Consequently, anything that is not explicitly stated is **excluded** from the supply and remains the responsibility of the Buyer, including, by way of example, in the case of the supply of particular equipment:

- Ground network and related connections to the power line;
- Lifting and internal transport equipment (forklifts, cranes, etc.);
- Labor support to our technicians for handling and installation work;
- Civil works and/or foundations, work programs;
- Workpiece carrier equipment and raw materials (filler and protective material) in quantity and quality suitable for commissioning;
- Any walking surface for operators in charge of loading/unloading pieces or, alternatively, foundation hole for orbital positioner with relative chequered sheet metal or grating covers;
- Transport, out-of-pocket travel expenses, food and lodging.

Your data will be processed in accordance with current legislation, pursuant to European Regulation no. 679 of 27 April 2016 and subsequent amendments, in particular art. 13, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, which repeals Directive 95/46/EC. The data controller is A.T.S. S.R.L., with registered office in Via Del Mangano 4/A, 40023 Castel Guelfo di Bologna (BO). According to the Privacy Code and European Regulation no. 679 of 27 April 2016, the content of this document is strictly confidential, covered by confidentiality, and unauthorized dissemination or use is prohibited. If the message has been received by mistake, please destroy it and notify the sender of the incorrect receipt.

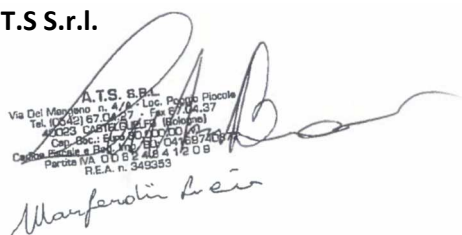
Pursuant to articles 1523 et seq. of the Civil Code, the goods and equipment supplied will remain the property of A.T.S. S.R.L. until full and final payment of the supply instalments. In the event of non-compliance or delay in the payment of even a single instalment, the contract will be considered automatically terminated and A.T.S. S.R.L. will regain possession of the goods supplied, withholding what has already been received as compensation, except for compensation for any further damages.



In the absence of your communication within 48 hours from the date of sending, this will be considered accepted in its entirety.

Thanking you in advance, we take this opportunity to offer our most cordial greetings.

A.T.S.S.r.l.



A.T.S. S.r.l.  
Via Del Mangano n. 4/A - Loc. Poggio Piccolo  
Tel. 0542.670427 - Fax 0542.670427  
40023 CASTELGUelfO (Bo)  
Cap. Soc. € 30.000,00 i.v. C.F. 04169740372  
Codice Fiscale n. 00824841209 A.B. n. 41609  
Parata IVA 01022  
R.E.A. n. 349353