



# ***SALES TERMS***

## **1) CONTRACT AND PRICES**

- 1.1** Purchase orders submitted by Buyers are irrevocable.
- 1.2** GEO Italy srl shall issue order confirmations which Buyers are supposed to return within three working days, duly countersigned for acceptance. Anyway, in case Geo Italy receives no feedback with request of modifications about the order document, the order will be considered as fully accepted and will be processed accordingly.
- 1.3** Products' prices mentioned in order confirmation are expressed in euro currency and do not include VAT (unless otherwise specified). Transport expenses are not included and shall be borne by the Buyer (unless otherwise specified). Prices never include customs charges, taxes, duties or export taxes and similar.

## **2) TECHNICAL DATA**

- 2.1** All technical data supplied by GEO Italy srl are supplied for guidance only. GEO Italy srl reserves the right to modify and improve the products under the technical and/or the aesthetical appearance. Such modifications shall not affect the products' main features and the Buyers' possibility to use the products themselves, according to the order specifications. Such modifications give the Buyers no rights to cancel the order confirmation.

## **3) DELIVERY**

- 3.1** Delivery time is calculated basing on working days and is mentioned for guidance only. Delivery procedure shall be interrupted in case Buyers do not comply with contract terms. Delivery procedure may be delayed or interrupted, with no responsibility on GEO Italy srl, in case of unforeseen circumstances or force majeure.



#### 4) DELIVERY PLACE AND TERMS

- 4.1 Goods are rendered ex-works our factory located in Castagnole Lanze (AT) and/or Montechiaro d'Asti (AT), unless otherwise specified.
- 4.2 Goods travel at Buyer's own danger & risk, even when the agreed delivery terms are "carriage prepaid by GEO Italy srl up to Buyer's destination".

#### 5) LIABILITY RESTRICTIONS

- 5.1 GEO Italy srl is exempted from liability for damages to properties different than those established as per the agreed order contract.

#### 6) PAYMENT

- 6.1 It is strictly required that payments shall be arranged within the agreed terms. Payments are due from the date when proforma invoice / order confirmation / invoice are issued by GEO Italy srl and shall be processed in the currency mentioned in the proforma invoice / order confirmation / invoice itself. Non-payment will cause the suspension of supply procedure.
- 6.2 Any payment delay, even partial, will generate interest on arrears, as established by Italian Legislative Decree 231/2002 (in compliance with European Directive 35/2000/CE) and will give GEO Italy srl the right to demand the settlement and payment of the whole due balance.

#### 7) RETENTION OF OWNERSHIP TITLE

- 7.1 Products remain in GEO Italy srl property until the relevant complete amount, established as per proforma invoice / order confirmation / invoice is paid off by the Client.



**7.2** It is required that Clients inform GEO Italy srl by means of written communication about any executive act or precautionary act issued by third parties about the Products which are under retention of ownership title. Such communication must be submitted to GEO Italy srl within 24 hours from the issue date. Clients remain responsible towards GEO Italy srl for any expenses or damages borne by GEO Italy srl, due to the above mentioned acts.

## **8) RETURNED NEW GOODS**

**8.1** New products may be returned by Clients only prior to written agreement with GEO Italy srl. The refund will be calculated basing on the purchase amount invoiced to the Dealer, less 20% reduction to cover logistics expenses and labour costs to restore the machine. Transport cost due to returned machines will be entirely charged to Dealer.

## **9) WARRANTY CONDITIONS**

**9.1** Agricultural implements supplied by Geo Italy srl are covered by a 12-months warranty, starting from the date when the relevant sales invoice is issued to the final Buyer.

**9.2** Warranty service supplied by GEO Italy srl may consist of two possible alternatives, according to the specific situation. GEO Italy srl may either replace the entire machines or else repair the defects detected on the flawed items. GEO Italy srl will take its unquestionable decision about which alternative shall be applied. In case the entire machine is replaced with another replacement item, the valid warranty period will be the remaining warranty time of the original machine.

**9.3** Warranty on machines does not cover:

- a) Consumable materials.
- b) Parts subject to wear and tear due to standard use of the machines, as showed and/or described in the relevant users' manual.
- c) Damages caused by misuse of the machines or by negligence by the final users.
- d) Damages caused to third parties.



**9.4** Warranty rights automatically expire:

- a) In case the established procedure for request of action (as specified in point 10, and especially in case of breach of articles 10.1.f and 10.2) is not properly complied with.
- b) In case serial numbers and/or registration numbers are removed and/or abraded from the machines – provided such numbers were originally present.
- c) In case machines were tampered with, modified or structurally reprocessed without prior written agreement by GEO Italy srl. Warranty shall expire also in case defects are due to the application of non-original spareparts.
- d) In case the Client or the final user should make an attempt to fix the machine by themselves or in a third party's workshop which hasn't been authorized by GEO Italy srl with written communication.

**9.5** A request of warranty action does not allow Clients to put payments on hold or delay them. Payments shall always be honoured according to the terms and conditions established in the order confirmation.

**9.6** In case of request of warranty action, GEO Italy srl is not liable for any damage which might be caused during machines downtime, while waiting for repair.

## 10] WARRANTY CLAIM PROCEDURE

**10.1** Any warranty claim must be submitted according to the below mentioned procedure, or else it won't be considered valid:

- a) The Client shall obtain a written communication from the final Buyer, where the Buyer will officially notify the warranty claim. Such written communication must be submitted within 8 days from the moment when the claimed problem first appeared, or else the warranty claim won't be considered.
- b) The Client shall check whether the warranty period is still within its validity, by comparing the date when the problem has been pointed out (by the final Buyer) with the total warranty period allowed on the machine, according to art. 9.1.
- c) The Client shall make sure that the serial numbers and/or registration numbers can be properly recognized, as established in art. 9.4.b.



- d) The Client shall make an assessment as regards the possible cause of the problem mentioned by the final Buyer, with a view to establish whether it refers to a manufacturing defect of the machine and/or the relevant components or else whether the problem is due to improper use (9.3.c), to tampering, modifications or applications of non-original spareparts (9.4.c).
- e) The Client shall make an assessment as regards any possible repairing action which might have been arranged on the machines, prior to the warranty claim. (9.4.d);
- f) The Client shall issue to Geo Italy s.r.l. an official request for warranty service. Such request must be submitted by written communication and it must include the original request created by the final buyer (10.1.a) showing pictures and/or a report which prove the exact type and extent of the defect, as per final Buyer's complaint.

**10.2** The Client shall submit the above mentioned official request for warranty service to Geo Italy srl, within 7 (seven) days from the moment when the request is issued by the final Buyer. The Client shall not make any attempt to repair the machines directly, unless Geo Italy srl explicitly agreed about it, by written communication. Any warranty claim handled differently than the above mentioned established rules won't be considered valid.

**10.3** Geo Italy srl undertakes to give an assessment about the validity of the warranty claim within 3 (three) days from the moment when it's submitted to our attention by written communication. The assessment will be carried out on the basis of the documents supplied in compliance with art. 10.1.f. According to the results of the assessment, Geo Italy srl will take the final decision whether the warranty service shall take place or else should be rejected.

**10.4** Warranty service will be carried out at Geo Italy srl headquarters. All transport expenses and risks (including those occurring after the warranty service is finished, i.e. when the machines are returned to the final Buyer) will be at Client's charge. In case the Client should ask for the warranty service to take place at his own domicile or at the final Buyer's domicile, Geo Italy srl reserves the right to calculate the relevant estimated cost and charge it to the Client / the Buyer.

**10.5** In case the machines and/or some components are replaced, Geo Italy srl reserves the right to keep all the material which has been replaced.

**10.6** Geo Italy srl reserves the right to charge the Client with any expenses generated by the actions (machines check and control) which might have been performed in the absence of preventive examination as established by art. 10.1.b, 10.1.c, 10.1.d and 10.1.e.



**10.7** Geo Italy srl does not grant any possibility to refund no labour expenses nor other costs which either the Client or the Buyer might have autonomously decided to face, during the examination of the machines.

## 11) COMPETENT COURT

**11.1** The exclusive competent Court for any legal dispute originating from the relationship between the Supplier and the Cliente / the Buyer – including any possible action by the Supplier to recover his credits – is the Court of Asti. The business relationship which regulates the rules of supply will be anyway established basing on italian law.

## 12) PRIVACY POLICY

(Legislative Decree no.196 dd jun 30, 2003)

**12.1** Geo Italy srl, having its legal seat in Asti, in his position as data controller, will process the Client's data either by manual and/or computerized manner, respecting the levels of securify established by L.D. no.196/2003. Data may be used directly or else through third-party service providers (Banks, Credit Institutes, Insurance Companies, Companies into management of administrative and/or computer services, debt collection Companies and other similar) in their position as Controllers of related treatments or as Processors of the treatment, with the only purpose to meet the law obligations - including accounting and fiscal ones - and also to fulfil contractual obligations. In view of the existence of computerized connections or mail correlations with the above mentioned subjects, data might be transferred abroad. Clients have the right, in compliance with art. 7 of L.D. no. 196/2003 to learn about their personal data being treated and ask that they are integrated, corrected or cancelled.