General Conditions of Sale
Vendor which lasts 90 days from the date of its receipt. The order constitutes an irrevocable offer of sale by the Vendor. • 3.2.3 Acceptance of Orders • 3.1 Any amendment of or addition to these General Conditions of Sale shall be valid and effective only if it has been signed by the Vendor. • Any amendment of or addition to these General Conditions of Sale shall be valid and effective only if it has been signed by the Vendor. • Any amendment of or addition to these General Conditions of Sale shall be valid and effective only if it has been signed by the Vendor. • Any amendment of or addition to these General Conditions of Sale shall be valid and effective only if it has been signed by the Vendor. • Any amendment of or addition to these General Conditions of Sale shall be valid and effective only if it has been signed by the Vendor. • Any amendment of or addition to these General Conditions of Sale shall be valid and effective only if it has been signed by the Vendor. • Any amendment of or addition to these General Conditions of Sale shall 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or any other form of marketing of the Product - the grant of licenses or other rights to trademarks, patents or other intellectual property rights, related to the technical specifications and know-how of the Products, unless otherwise expressly indicated in the Contract. • 14.2 The Purchaser shall, upon termination of the Contract or in the event of cancellation or postponement of the sale, promptly return to the Vendor all information, documents, specifications owned by the Vendor. • 15. Confidentia... rights shall be exercised exclusively by the Purchaser. • 17. Privacy • Pursuant to Legislative Decree No. 196/2003, the Vendor declares that: a) the Purchaser's data are processed and/or disclosed to third parties (e.g. banks, external consultants, etc.) in execution of the obligations set forth by national laws and regulations, for the purpose of implementing the conditions of the Contract of Sale in accordance with Art. 13 of the Data Protection Act and the further amendments thereto governed by Italian law. Any disputes arising in relation to the collection, transmission, storage and treatment of data are governed by the provisions of the Tribunal of the defendant. • 18.2 Any disputes arising in relation to the interpretation or implementation of the Contract of Sale (or any other agreements) are to be governed by the rules of the United Nations Convention on the International Sale of Goods (Vienna - 1980 - CISG) is expressly excluded. • 18.3 The data processing of the Seller ( Vendor) governed by the following: a) the purchase - delivery; • 19. Glossary of terms • Definitions of the terms used in the Contract of Sale, with the exception of those comprehensively defined in the Contract of Sale. 3. Conclusion of Contract of Sale • 3.1 The offer shall become effective on the date of its transmission by the Vendor - of repairs, replacements, modifications or parts of the Products which it does not have the necessary technical knowledge to perform, and the Purchaser will be responsible for the installation and testing of the said goods. • 3.2.5 In addition to the above, the Contract shall be deemed to be completed with the signature and transmission by the Purchaser to the Vendor - of order confirmation. • 3.3.3 The offer may be modified only by subsequent written confirmation from the Vendor. • 3.3.4 The delivery of goods shall occur in accordance with the instructions provided by the Vendor. The Purchaser shall, subject to the risk of forfeiture of its legal protection, to the extent that its legal protection is not discovered in the Products in accordance with article 11 below. • 3.6.6 The Purchaser shall not be liable for loss, theft or damage to the Products, which the Vendor is required for the repair and/or replacement warranted. • 3.6.7 In the event that the Vendor does not perform the installation and testing within 3 months after delivery of the goods, the Purchaser shall be entitled to terminate the contract and claim compensation for damages, and it shall also, in the implementation of this Contract, comply with the Generally Accepted Accounting Principles, and the provisions of the laws and regulations of the State in which it is to be used, and the general specifications of the Buyer, if any. • 3.6.8 The Purchaser will receive a written report of all the operations and the names of the people who have performed them. • 3.6.9 The Purchaser will be responsible for the installation and testing of the Products, unless otherwise agreed in writing between the parties, without prejudice to the provisions of the general conditions of purchase and delivery. The Purchaser will be liable for any defects resulting from the non-compliance with these General Conditions of Purchasing and/or the indication of the Purchaser to the Vendor shall be responsible for the installation and testing of the Products, unless otherwise agreed in writing between the parties, without prejudice to the provisions of the general conditions of purchase and delivery. The Purchaser will be liable for any defects resulting from the non-compliance with these General Conditions of Purchasing and/or the indication of the Purchaser to the Vendor. • 3.6.10 The Purchaser shall be responsible for any costs of delivery incurred, including any ancillary equipment. • 9. 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Vendor or by a person indicated by the same within 40 (forty) days from the presentation of the claim. • Com- pletions or repairs that can be made by the Purchaser or his delegated personnel, the test shall be deemed not to have been effectively performed. • a) no complaint about the quality and / or integrity of the Product and packaging will be accepted: • 1) if the Purchaser or the User confirms this in writing at the time of delivery, or • 2) if the Purchaser has not made the Product available for the necessary tests and verifications - the Product is not installed and tested in accordance with industrial standards and specifications, if so indicated and / or approved by the Vendor. • If the installation and testing have been carried out in ac- cordance with the vendor's instructions, the Product is not in its original configuration cannot be taken into consideration, including any equipment which is ancillary and / or has been added at the request of the Purchaser and which were transmitted to the other • 14. Force majeure • 14.1 The Vendor shall not be liable for the consequences of force majeure. • 15. Drawings and documents • 15.1 None of the drawings, technical documents, spe- cifications and information related to the Product and its creation which are transmitted by the Vendor may be used, without the express written permission of the Vendor. • 16. Intellectual property • 16.1 All information, technical documents, specifications and related to the Product, which are the sole property of the Vendor, are the property of the latter. No trademark or patent, the Vendor is the sole owner of all the intellectual property rights, related to the technical specifications and know-how, is granted to the Pur- chaser. • 17. Confidentiality and confidential in- formation • The Purchaser and Vendor acknowledge that each party may disclose to the other party confidential information relating to its business. Each party agrees to restrict the dissemination of such information to those third persons to which the disclosure is necessary to carry out the agreement, and to notify, following a request of the other party, any docu- ments received which contain confidential information. • 18. Safety standards • Products are manufactured in accordance with Italian safety standards. It is agreed that the Purchaser bears full responsibility for failing to comply with the regulations in force. • 19. Data protection • The Company ("Company") informs you, in your capacity as interested party, on the basis of letter a) b) and c) of Article 13 of Legislative Decree 196/2003 grants the following rights: • to obtain information about the data relating to the interested party; • to obtain confirmation of the existence or otherwise of their personal data and its contents, and to obtain a copy of such data in intelligible form; • to obtain the cancel- lation or the freezing, or the updating, rectification or integration of the data, where such operations have been brought to the attention of those to whom the information was communicated; • the attribution of the so-called "legitimate interest" to the parties; • to oppose processing for commercial or advertising purposes or for purposes of market research. • To exercise these rights please write to BFT S.p.A., Via Ar- mentera 8, 38051 Borgo Valsugana (TN); 5. DATA CONTROLLER • The Data Controller is BFT S.p.A., Via Armentera 8, 38051 Borgo Valsugana (TN) • Annex 2 • (Start-up) • The following is a description of the activities to be performed: • control of suitability of trigger voltage • control of the open and closing time of the device • control of the alignment of windows and turning on of apparatus using any programming and customizations if included in the offer (within the technical limitations of the equipment); • verification of oper- ation of the device for a period of one year; • testing of the value of induction in coils (e.g. 200 uH high sensitivity coils); • setting of detector coils if part of the supply; • establishment of the coordinates of the test • normal test of system (see service manual) • explanation of operation of equipment (see service manual). • ex- planation of parts subject to wear and tear and spare parts with introduction to the primary maintenance for maintaining the equipment in a state of efficiency. (see service manual) • issue of test certificate using the "test certificate form" • insurance of personel authorized and / or delegated by the customer; in the absence of such authorized and / or delegated personel; in the absence of personel having been handed over, without prejudice to the express written agreement of the parties. • If at the end of the above mentioned period, the customer decides to sign off on the test, the said test shall be deemed invalid and to be repeated at a later date to be agreed between the parties, with full invoicing of the service, subject to the obvious mailing costs. • In order to contribute to the supply of the material relating to the offer. • Below is a list of activities deemed to be excluded and therefore not invoiced. • installation and testing of cable, construction works, civil and plant engineering works. • resolution of any problems caused by the customer's operating personnel / equipment not recommended by the Head Office. • The start-up is dependent on the correct application of the specifications as laid down and communicated; in the absence of such the Head Office reserves the right to charge the customer the cost for the intervention and travel expenses amounting to Euro 800 per working day. • In the event that, fol- lowing intervention to the system, the warranty conditions are not met due to incorrect use of the system, the Head Office reserves the right to charge the customer the cost for the intervention and travel expenses amounting to Euro 800 per working day. • In the event that, fol- lowing intervention to the system, the warranty conditions are not met due to incorrect use of the system, the Head Office reserves the right to charge the customer the cost for the intervention and travel expenses amounting to Euro 800 per working day. • In the event that, fol- lowing intervention to the system, the warranty conditions are not met due to incorrect use of the system, the Head Office reserves the right to charge the customer the cost for the intervention and travel expenses amounting to Euro 800 per working day. • In the event that, fol- lowing intervention to the system, the warranty conditions are not met due to incorrect use of the system, the Head Office reserves the right to charge the customer the cost for the intervention and travel expenses amounting to Euro 800 per working day.