

C.M.C. srl

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R.E.A. CO n.286302 N.IDENT.CEE: IT 02927020137
Cap.Soc. € 102.000,00 i.v.
Codice SDI BY5KTZZ



GENERAL CONDITIONS OF SALE

Any sale, for whatever cause or reason, of goods by CMC is subject unquestionably and without exception to these general terms and conditions of sale which may never, under any circumstances, be the subject of negotiation between the parties.

Each machine is guaranteed for 1 year on recognised factory defects and faults. The analytical details of the guarantee are available on request.

Supplies with the amount less than EUR 100.00 shall in any case be invoiced at EUR 100.00 + possible transport.

Acceptance of an offer/proposal is subject to subsequent, final, unquestionable approval by the seller, also through the possible intervention of third parties to assess the feasibility of the offer or the creditworthiness of the end customer. This also applies in the case of a business proposal made by the Seller itself, since it is not a public offer. Offers or proposals shall therefore be deemed to be accepted either with specific written confirmation or, failing this, with the provision of the goods ordered, with simultaneous notification to the buyer (by whatever means). Should significant variations in the purchase costs occur before the goods ordered are shipped, the Seller shall have the right to modify the prices referred to in the present offer, giving notice to the Buyer, guaranteeing a reasonable period of time for a possible new acceptance. If the Buyer does not intend to accept the new prices, the original offer shall be understood to be null and void only in relation to the articles affected by the variation, without any right of the Buyer to compensation or indemnity of any kind.

The goods delivered shall remain the property of the Seller until they have been paid for in full.

Delivery terms are only indicative and may vary according to the date of acceptance of the offer.

The goods travel at the Buyer's risk and the contract is understood to be concluded when they are made available at the Seller's premises. Transport is excluded from the sales contract and is not the responsibility of the seller. Please check the goods: shortages or damage must be checked upon receipt of the goods and expressly pointed out to the carrier. No claim can be accepted for goods delivered by courier that are broken, crushed or missing, if at the time of receipt no control reservation is made on the two copies of the Transport Document with the signature of the carrier. In these cases, however, CMC's head office must be notified, in writing, within 8 days from the date of receipt of the goods at its domicile (pursuant to article 1511 of the Civil Code). Any storage costs will be charged at cost. Returns of goods, always and in any case carriage paid, which are not previously agreed with our sales office, will be rejected at the sender's expense. Under no circumstances may returns constitute, ipso facto, a declaration of withdrawal, termination or rescission of the contract, without prior written notice, by registered letter, to be sent to the head office within 8 days of receipt and without acceptance by the seller.

Payments must be made directly to CMC's head office, generally by direct remittance, unless otherwise agreed in writing and expressly approved by CMC. CMC reserves the right to vary the terms of payment at any time. The purchaser promises and undertakes to pay the price of the supplies punctually on the agreed due dates. In the event of non-payment on the due date of drafts, bank receipts or RIDs, the Purchaser shall be debited with the amounts incurred for stamp duty for the issue of securities, payment documents and ancillary expenses.

If the Buyer fails to pay even just one of the due dates for previous orders already carried out by the Seller, the Seller shall have the right to withdraw from the order. The Buyer's non-fulfilment shall never be considered justified, inadempienti non est adimplendum, so that even if a new order has already been accepted, the possibility of suspending it and : (a) not to proceed with the execution of the order in whole or in part, without this being a reason for damage, or (b) CMC reserves the right to delay the execution of the order until all debts relating to previous supplies have been paid, even if an agreement has been reached between the parties that has extended the payment terms originally agreed. The Seller, however, has the right to suspend or cancel, at its sole discretion, all deliveries in progress to the Buyer and to refuse further supplies should the Buyer's financial conditions change, and in particular in the event of insolvency. The Seller has the right to withdraw from the contract at any time if, in the Seller's unquestionable judgement, there are technical causes, procurement difficulties or impediments of force majeure. In any case, any transfer of the contract by the Seller for any reason whatsoever, including the transfer hypothesised by Art. 2558 of the Italian Civil Code, is considered a reason for unilateral termination of the contract by the Buyer and, in any case, any transfer will never have the effect of releasing the original contractor.

Any seizure or deposit of the goods in favour of third parties without the written consent of the Seller shall be grounds for termination of the contract, with immediate obligation to pay the balance or return the goods, and any payments made shall be counted as compensation for the use of the goods. In the event of seizure by a third party, the Buyer must notify the Seller immediately, under penalty of immediate demand for the price and compensation for damages for misappropriation.

The place of jurisdiction for any dispute shall be Como, except in the case of a request for precautionary measures which may be made by the Seller to the judicial authority of the Purchaser's seat.

The Buyer is requested to check the data displayed (company name, address, VAT number) and to notify CMC promptly in the event of errors. CMC is otherwise excluded from any liability (Art.21 D.P.R. 633 26.10.72).

The Purchaser's data are used for accounting, administrative and tax purposes. The processing of such data is compulsory and essential for the purposes of carrying out assignments and contractual relations. The data are processed in compliance with the protection of Privacy pursuant to G.D.P.R. Reg. EU 2016/679. A full copy of the information notice may be viewed at the following web address: www.cmcmt.it.

All sales transactions, without exception, of the company CMC are subject to these regulations called "General Conditions of Sale", available to customers at the operational headquarters, as well as attached to offers and order confirmations.

A copy of the "General Terms and Conditions of Sale" is, in any case, available on the website www.cmcmt.it.

For any dispute as to the meaning of the above, the Italian version "CONDIZIONI GENERALI DI VENDITA" shall prevail.