

# GENERAL TERMS AND CONDITIONS OF SALE OF PRODUCTS BIG ASTOR SRL

(pedestrian tunnel Genius – rolling scaffolds People Lift)

**General provisions:** these general sale conditions only concern the products sold by Big Astor srl and form an integral part of the sale offers (later finalised into orders following written acceptance by the Buyer) and of the invoices issued by Big Astor Srl, registered address Via Somalia 108/1, 10127 Torino (TO), VAT Number IT05456060010 (herein after called “the Seller”/manufacturer) with regard to other individual and/or private or public legal person (the Buyer/user) and regulate the direct product sale and online products sales of the Seller through the website [www.tunnelpedonale.com](http://www.tunnelpedonale.com). These conditions may be subject to modifications only by the Seller.

**ART.1 Cancellations.** No cancellations are expected for no reason, save in the only specific case in which the Seller decides, at their sole discretion, to accept any written cancellation proposal from the Buyer, which the Seller must receive within 12 hours starting from the receipt of the order confirmation acceptance. In any case and at their discretion, Big Astor srl has the right to receive an indemnification for damages in addition to possibly withhold/definitively collect any down payment deposit/amount paid in case of the Buyer's specific request of cancellation accepted by the Seller. In the absence of a down payment and in any case Big Astor srl has the right to accept the purchase order within 30 working days from the stipulation/acceptation/order date.

**ART.2 Delivery terms.** The delivery term (referred to working days) is indicative. Anyhow Big Astor srl undertakes to respect the agreed terms specifying that in the event of possible delivery delays, due to sudden/unpredictable organisational or productive events, no cancellations or refunds whatsoever are expected. Besides, Big Astor cannot be responsible for any delay caused by cases of force majeure (e.g. strikes, fires, non-fulfilment from third-parties, flooding, etc.)

**ART.3 Prices and payments.** The prices are accepted by both parties and the terms of payment are mandatory. In case of delay after the provided term, the Buyer shall be required to pay an interest increased by 3 points in addition to the capital with respect to the official rate of discount of the Bank of Italy.

**ART.4 Shipping and transport.** The goods always travel at the Buyer's own risk even in case the shipping and transport/delivery are carried out with Big Astor Srl's means and/or people, either way relieving the latter of any liability.

**ART.5 Warranty.** The warranty period is 12 months on mobile parts subject to the manufacturer's control at the manufacturer's premises. In case of flaws or malfunctioning on the sold products or on parts of sold products (verified and established at the manufacturer's premises), the latter will be repaired or replaced within the warranty period, as soon as possible and with the incontestable decision of Big Astor Srl. Once the warranty period is expired, no repairing or replacing of any kind will be approved. The possible shipment of the parts that have to be repaired/replaced is always and in all cases entirely at the expense of the Buyer as well as their returning or new parts sending. In case of repairing or replacing off-site, any possible travel expenses of Big Astor personnel or appointed personnel by the same shall totally be at the Buyer's charge. In case of any replacement, repairs directly performed by the Buyer/user during the warranty period or when the warranty is expired, responsibility always rests on the Buyer/user. Big Astor Srl is anyhow in any case exempt

from liability in case of repairs/replacements performed directly within or beyond the warranty period especially if the Buyer/user does not comply with what provided in the use and maintenance manual. Big Astor Srl will keep owning the replaced parts.

**ART.6 Warranty expiration.** Warranty expires in the following cases: expiration of the deadline, failure to pay (even partial), tampering, dismantling, bad installation/assembly of repaired/replaced parts by the buyer/user, malpractice or negligence in use, bad or poor maintenance of the sold products, failure to comply with what mentioned in the use and maintenance manual. All the parts subject (for their nature or use) to normal wear or deterioration shall be excluded from warranty as well as all those accessory parts built or assembled by external factories.

**ART.7 Modifications.** In cases in which the products need modifications for an improvement, Big Astor Srl has the right to carry them out.

**ART.8 Spoils and flaws.** Any possible spoil or flaw must be promptly communicated to Big Astor Srl in writing within 8 days starting from receipt of goods and within the terms of the law provided.

**ART.9** The products are provided with the use and maintenance manual. In case of non-compliance with what mentioned in the manuals, any type of warranty lapses and Big Astor Srl shall be recognized as free from any liability.

**ART.10 Protection of personal data.** In compliance with the General Data Protection Regulation, the Seller will use the data received from the Buyer in accordance with the privacy provisions in force according to the provided Regulation.

**ART.11 Competent Court.** For any possible controversy, the sole competence belongs to the Court of Turin (Italy).