

GENERAL SALE AND WARRANTY CONDITIONS

1. These general terms and conditions of sale govern the contractual relationship between La San Marco S.p.A. (hereinafter also referred to as the “Seller”), with registered office at Via Padre e Figlio Venuti 10, 34072 Gradisca d'Isonzo (GO), Italy, VAT number IT00518180310, and the Buyer (together with the Seller, the “Parties”), under the terms and conditions set out below.
2. The seller sells its products (hereinafter referred to as “products”) exclusively to commercial customers, as specified in the catalog updated by the seller and in accordance with the valid price list. The buyer assures that the purchase of the seller's products is made exclusively for professional purposes, i.e., in connection with their own professional activity or that of their customers. The buyer is not considered a “consumer” within the meaning of consumer protection laws.
3. The buyer's order is considered a contractual offer, the validity of which depends on the seller's written acceptance. The order must specify the products listed in the seller's catalog/price list, the desired quantities, and the delivery terms. If the products are intended for countries outside the European Union, it is the buyer's responsibility to inform the seller of all legal requirements in the country of destination, including technical and safety requirements as well as customs and import regulations. The seller is expressly released from any responsibility; all costs, expenses, disadvantages, or damages resulting from non-compliance with the regulations in the country of destination shall be borne exclusively by the buyer. Any use of the products in countries other than those specified in the order is also the sole responsibility of the buyer, who expressly releases the seller from all consequences arising therefrom.
4. The seller may accept the order in writing (by email) or, at the seller's discretion, by directly executing the order without the need for formal acceptance. The seller is not bound by the mere receipt of an order.
5. The seller reserves the right to make technical and/or aesthetic changes to the products at any time, with all resulting rights being retained.
6. The products are covered by liability insurance for damage resulting from malfunctions, provided that this damage is not caused by improper use, unauthorized modifications, failure to comply with the instructions in the operating and maintenance manual, or events attributable to third parties. Under no circumstances may the compensation exceed the sum insured under the seller's current insurance policy.
7. Unless the seller states otherwise in writing, orders shall be subject to the list prices valid at the time of receipt of the order, less any discounts granted in writing. Prices are exclusive of VAT and EXW (ex works) from the seller's warehouse in Gradisca d'Isonzo (GO), INCOTERMS 2020, including packaging, unless otherwise specified in writing by the seller.

8. Even if delivery terms other than EXW are agreed, the products always travel at the buyer's risk. Each delivery is made on behalf of and for the account of the buyer; the seller is released from any responsibility upon handover of the products to the carrier or to the buyer (in the case of collection by the buyer or an agent). Unless otherwise agreed in writing, shipment shall be made to the address specified by the buyer in the order after full payment has been received. The type of packaging, shipping arrangements, and any insurance shall be at the seller's discretion.

9. The buyer is obliged to carefully inspect the products upon delivery and to notify the carrier of any visible defects. If no notification is made within the statutory deadlines, the products shall be deemed to have been finally accepted and to correspond to the order.

10. Delivery times stated in the order confirmation are non-binding. They commence on the date of the order confirmation. Delivery delays do not entitle the buyer to compensation or other claims.

11. In the event of force majeure, such as natural disasters, strikes, or other unforeseeable events beyond the seller's control that delay the agreed delivery times by more than two months, both parties are entitled to terminate the contract by written notice without giving rise to any claims for damages.

12. Unless otherwise confirmed in writing, payment shall be made by bank transfer in EUR and shall be made prior to shipment of the products. Offsetting or deduction is only permitted with the written consent of the seller. Payments to third parties are only valid if the seller has approved them in writing.

13. Complaints or objections to invoices will only be considered if they are received by the seller in verifiable form (registered letter, email) within ten working days of receipt of the invoice.

14. Retention of title: If delivery without full payment is agreed, the products remain the property of the seller until all claims arising from the sale have been settled. In this case, the buyer may neither pledge the products nor assign them to third parties as security and must store them in such a way that the seller's security is not impaired. If the products are resold, the buyer shall assign the resulting claims to the seller as security and must inform third parties thereof. In the event of default in payment or deterioration in the buyer's financial situation, the seller may terminate the contract in writing and demand the return of the products still owned by the seller at the buyer's expense. Payments already made shall remain with the seller as compensation, without prejudice to the right to further damages.

15. In the event of late payment, the buyer will be charged interest on arrears as well as collection and legal costs in accordance with Legislative Decree 231/02.

16. The buyer confirms that they have received the information provided for in Legislative Decree No. 196 of June 30, 2003 (Data Protection Act) and consents to the processing and disclosure of their personal data, for which the seller is responsible. Any changes or corrections must be communicated to the seller immediately.

17. The buyer confirms that the seller has implemented an organizational, administrative, and control model in accordance with Legislative Decree 231/01 ("Organizational Model") and a code of ethics (available at www.lasanmarco.com). The buyer declares that they have received and accepted this and undertakes to act in accordance with the applicable regulations and the code of ethics and to refrain from any action—including by their employees or agents—that could give rise to liability under Legislative Decree 231/01. In the event of violations, the seller may terminate the contract in accordance with Art. 1456 of the Italian Civil Code, without prejudice to the right to compensation.

18. All disputes arising in connection with this contract shall be subject to the exclusive jurisdiction of the Court of Gorizia. The applicable law is Italian law.

WARRANTY TERMS AND CONDITIONS

1. Unless otherwise agreed, the warranty period is 12 months from the date of invoice.
2. The warranty covers the free replacement—including transport costs from the seller's headquarters to the buyer's headquarters—of product components that are recognized as manufacturing defects at the seller's sole discretion. It applies exclusively to original components and expires if non-original parts are used.
3. The warranty does not cover replacement parts or repairs that become necessary as a result of normal wear and tear or damage caused by negligence or improper use.
4. The warranty does not cover electrical components and any damage caused by transport, faulty installation, inadequate maintenance by unauthorized personnel, improper use of auxiliary systems (e.g., water filters and softeners), improper or unintended use of the products, or other circumstances not attributable to manufacturing defects.
5. The following are expressly excluded from the warranty: labor costs, technical interventions, wear parts, consumables.
6. In order to verify warranty eligibility, the components must be returned to the seller complete, unmodified, and at the buyer's expense. Factory data such as serial numbers and stamps must not be removed, deleted, or made illegible.
7. Unless otherwise specified and at the sole discretion of the seller, product replacements or warranty extensions are excluded. Repair, modification, or replacement of parts during the warranty period does not extend the warranty period.
8. Any claims or lawsuits under the warranty are excluded, in particular those for compensation for direct or indirect damage to persons or property, as well as for compensation for lost profits.

9. The seller accepts no liability for damage to persons, animals, or property resulting directly or indirectly from failure to observe the instructions contained in the user and maintenance manual, in particular the safety instructions for installation, use, and maintenance.