



GENERAL CONDITIONS OF SALE REV.3 01.07.2025

1 GENERAL PROVISIONS

1.1 The supply of platforms, trolleys, self-propelled vehicles, hoists, yard ramps, tipper, machines in general ("Products"), as well as spare parts ("Spare Parts") and work (i.e. intervention, installation, training, maintenance, "Interventions") under the "O.R.I. ALTINI" brand by O.R.I. ALTINI Srl ("ORI") to the Customer ("Customer") is governed by these general conditions, which form an integral and essential part of the sales contract that will be concluded by the parties ("Contract"), therefore knowledge, acceptance and reference to the clauses listed below are implicit. The general conditions of any nature affixed to orders and/or other documents sent by the Customer and/or otherwise made known to ORI are not, in any case, applicable to the supply of Products, Spare Parts and Interventions (also generically referred to as "Goods") and therefore will not be valid towards ORI unless explicitly accepted.

1.2 ORI offers are valid for 30 days and, before acceptance by the Customer, may be subject to revocation or variation in consideration of the data available subsequently to the time of their drafting.

1.3 The order is considered valid if received by e-mail, ordinary mail or certified electronic mail (PEC). In the event of the use of digital portals for sending orders (e.g. procurement or purchasing portals), the Customer must give prior notice to ORI, which will confirm in writing the validity of the channel. The order must include all the technical characteristics of the product. Any technical specifications not foreseen during the definition phase of the order or forwarded after the order has been signed will not be taken into consideration.

1.4 The Contract is in any case considered concluded and perfected upon receipt by the Customer of the order confirmation sent by ORI. After 3 days from the date of the order confirmation, in the absence of communications from the Customer, the order will be considered valid for all purposes. Any revisions to the order are valid only if confirmed.

1.5 Unless otherwise specified, the supply does not include technical documents, project data, specific tests and training courses as well as other services or equipment.

2 Terms and methods of delivery

2.1 The terms indicated in the order confirmation are not essential, they are only indicative and are always given without guarantee, as they are defined excluding incidents. This expression, defined with the S.I. code (except for unforeseen events) covers:

- Inadequate technical data, inaccuracies or delays by the Customer in transmitting to ORI the information necessary for shipping the order;
- Difficulties in the procurement of raw materials and commercial components;
- Total or partial strike, lack of electricity, floods, mobilization, pandemic, epidemic and any other circumstance of force majeure;
- Violation of the payment conditions provided.

The occurrence of any of the events listed above does not give the Customer any right to impose penalties or compensation of any kind.

2.2 In no case will the delivery deadline be considered as an essential deadline and, therefore, in the event of a delay in deliveries not due to fraud or gross negligence, the Customer will not be entitled to withdraw or terminate the Contract. Except in the case of fraud or gross negligence, ORI cannot in any case be held liable in any way for any damages suffered by the Customer as a consequence of delays in the delivery of Products, Spare Parts and Interventions.

2.3 As soon as the goods are communicated as "ready for collection" at our Factory, ORI will issue the relevant invoice.

2.4 In the event of storage exceeding two weeks, ORI reserves the right to request a storage allowance.

2.5 In the event that the Customer requests to postpone delivery, ORI will be deemed authorized to issue an invoice.

2.6 The goods are packaged or not at the sole discretion of ORI, unless otherwise agreed upon at the time of ordering. Special packaging (with fumigated wood, etc.) is not foreseen and must be requested in advance.

2.7 Delivery is considered to have taken place at the time of transfer of the material to the courier or to the person in charge of collecting the goods, even if the price does not include transport. The acceptance without reservation by the courier or by the person in charge of collecting the goods is proof of the perfect condition of the same, and all liability of ORI ceases upon acceptance by the person who collects.

2.8 All liability of ORI ceases upon delivery of the goods to the carrier or to the person in charge of collecting the goods, whether chosen by the Customer or by ORI itself.

2.9 Any liability of ORI for any damage to things / people and / or to the goods during the loading / unloading phases is excluded.

2.10 ORI is not responsible for inconveniences caused by delays or mistakes of the shipper.

2.11 The delivery methods otherwise agreed will be governed according to INCOTERMS.

2.12 For Products, Spare Parts and Interventions sold abroad, the supply conditions are always intended ex works (EX WORKS ORI), unless previously agreed in writing.

3 PRICE AND PAYMENTS

3.1 The price of the Products, Spare Parts and Interventions is that indicated in the Contract. The price, unless otherwise indicated, is net of VAT.

3.2 The payment conditions are clearly indicated in the ORI order confirmation and therefore are understood to be fully accepted.

3.3 Where anticipated payment is required, non-payment or delayed payment authorizes ORI to impose the immediate suspension and / or cancellation of production and delivery of what is specified in the Contract without the Client being entitled to any title and for any reason. In any case, ORI reserves the right to request the payment of the resources and materials already used as well as interest on arrears pursuant to art. 5 of Legislative Decree n. 231/02 and subsequent amendments

3.4 Payments are recognized as valid and free only if made through the accounts supported by ours. Banking Institutions.

3.5 Any complaints regarding the Products, Spare Parts and Interventions supplied do not release the Client from the obligation to comply with the payment terms.

3.6 In the event of delayed or non-collection of the Products, Spare Parts and Interventions, there is no extension of the payment terms for the Client. Payments made by means of securities, bills, checks, transfers or other means, do not give rise to the novation of the original contractual relationships and are accepted by ORI subject to collection. The costs of collection, discount, registration, etc. of securities or effects remain the responsibility of the Client.

3.7 Any executive or conservative procedures that may be borne by the buyer or the request for receivership or arrangement with creditors allow ORI to terminate the contract by law, with the right to immediately stop production.

4 WARRANTY

4.1 The warranty terms are understood to be twelve months from the date of delivery of the Products and Spare Parts. For the Interventions, the warranty only covers the work of the intervention, as well as any replaced components.

4.2 The guarantee will be valid only if the Client takes care and can demonstrate that the goods supplied have been correctly installed and used in accordance with the provisions of the Contract.

4.3 Under penalty of forfeiture of the warranty, the Client must report in writing the defects or faults found within and no later than 8 days from the date of delivery, or, in the case of hidden defects or flaws, no later than 8 days from their discovery. The burden of proof of the date of discovery will be borne by the Client.

4.4 It is understood that, without prejudice to the provisions of the law regarding liability for defective products, as well as in the event of willful misconduct or gross negligence, the obligations of ORI and the rights of the Client in relation to the warranty are limited to the repair of the Products or the repair or replacement of spare parts and accessories recognized as defective in accordance with the provisions of this section 4. It is therefore expressly agreed that any Client's right to compensation for direct, indirect or incidental damages that the latter should suffer as a result of the occurrence of defects or faults on Products, Spare Parts and Accessories under warranty, including - but without limitation for the generality of the foregoing - damage deriving from the non-use of the system or from machine downtime, as well as from losses or lost earnings. Furthermore, the Client will not be entitled to terminate the Contract in relation to defects or faults found on the Products, Spare Parts and Accessories covered by this guarantee.

4.5 The warranty only covers the Products, Spare Parts and Accessories in their original configuration, including any accessory equipment of the Products. Any failures and breakages are excluded from the guarantee when caused by:

- a) transport;
- b) overvoltage/overcurrent, chemical and electrochemical agents, atmospheric phenomena;
- c) installation, adaptation, repair, modification and use of the product not compliant with what is indicated in the instruction manual or in violation of the technical and / or safety measures required in the country of use, by the laws, regulations and customs in force therein and in any case not authorized by ORI;
- d) repair by third parties not authorized by ORI;
- e) tampering, improper use or incorrect handling, damage, mechanical impacts, incorrect maintenance, modification or alteration in any way, including the removal of trademarks or logos;

f) any other improper use of the system, however, not authorized by ORI. Furthermore, the replacement of parts subject to wear, batteries and fuses are excluded from the guarantee.

5 RETURNS AND REPLACEMENTS OF PRODUCTS, SPARE PARTS

5.1 The goods must be checked and checked upon arrival for their compliance with the order. Discrepancies must always be reported by email within a maximum period of 8 days from the date of receipt, citing all the useful details for an immediate check. Telephone notice will be appreciated. After this deadline, the goods will be considered accepted for all purposes by the Client. Each return must be authorized in advance by the Management of ORI, it will be by ORI to specify the methods for the return shipment which must take place EX WORKS ORI in via Maddalena Venturi 19, 48018 Granarolo Faentino - Faenza (RA). It will be the Client's responsibility to pack all Goods for which collection authorization has been given in a workmanlike manner.

5.2 In the event that the Products and Spare Parts are recognized as non-compliant with the Contract, ORI will have the right, at its discretion, to replace or modify them, or to issue a credit note to the Client. Unless otherwise agreed in writing, any additional costs incurred by ORI will be charged to the Client. The replacement or return will take place within the times and in the manner provided for in art. 5.2 of these general conditions.

5.3 Each Product, Replacement and Accessory returned will remain the property of ORI which, where necessary, will arrange for its disposal at its own expense.

6 TECHNICAL ASSISTANCE

For any request for assistance, the Client must contact ORI

6.1 ORI recognizes, in the event of an intervention carried out on the Product, Replacement and Accessory out of warranty, a period of 12 months on the individual replaced component and / or on the specific repair carried out.

6.2 Each Replacement and Accessory replaced will remain the property of ORI, which will arrange for its disposal at its own expense.

7 EXPENSES AND TAXES

All expenses, duties and taxes, present and future, none excluded, which affect the Contract, also in relation to the transcriptions of the clauses contained therein, and on the related invoices, are charged to the Client.

8 APPLICABLE LAW

These general conditions and the related contracts will be governed by Italian law. If the Client is a subject governed by foreign law, these general conditions of sale and the related Contract will be governed by Italian law with the express exclusion of the United Nations Convention on Contracts for the International Sale of Movable Goods (Vienna, 11 April 1980).

9 EXCLUSIVE JURISDICTION

For any dispute relating to the Contract and/or the supply of Products, Spare Parts and Accessories, the Court of Ravenna, Italy, shall have exclusive jurisdiction.

10 INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

10.1 The Customer acknowledges that the trademarks relating to the Products, Spare Parts and Accessories, as well as any model, specification, sample, design, technical information and/or data relating to the same are and will remain the exclusive property of ORI.

10.2 The Customer may not make any changes to the Products, Spare Parts and Accessories, nor remove, modify or tamper with the trademarks, logos, information or numbers shown and/or printed on the Products, Spare Parts and Accessories.

10.3 The Customer shall keep confidential information relating to the Products, Spare Parts and Accessories, to ORI and its commercial and production organization.

11 ASSIGNMENT

The Customer may not transfer and/or assign the credits and rights deriving from the Contract to third parties without the prior written consent of ORI.

12 FORCE MAJEURE

ORI shall not be liable for damages, losses or delays caused by strikes, labor disputes, lockouts, fortuitous events, fire, shortage or absence of raw materials, delays in deliveries by suppliers and/or carriers, government acts or similar acts, whether valid or not, earthquakes or other natural events, embargoes, war or insurrections, pandemics or any other cause beyond its reasonable control.

13 PROCESSING OF PERSONAL DATA (GDPR)

13.1 Pursuant to EU Regulation 2016/679 (GDPR), the Parties undertake to process personal data exclusively for purposes related to the management of the Contract and in compliance with current legislation.

13.2 ORI, as Data Controller, informs that the Customer's personal data will be processed lawfully, correctly and transparently, in compliance with the principles of necessity and minimization.

13.3 If the Customer communicates data of third parties (e.g. employees, collaborators, end users), he/she guarantees to have acquired the relevant informed consent or to process them on the basis of an appropriate legal basis.

13.4 The complete information on the processing of personal data is available at www.ori.altini.com/privacy or upon request.

The Client declares to have carefully read and expressly approve each clause.

The Client

Date and place
