1) Definitions

In this document the following words shall have the following meanings:

a) "Buyer" means the organisation or person who buys Goods
b) "Seller" means RIMA SPA, Via Sigalina a Mattina 32, 25018 Montichiari (BS)
c) "Goods" means the articles to be supplied to the Buyer by the Seller;
d) Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable;
e) “Parties” Buyer and Seller considered jointly

2) General

a) These Terms and Conditions shall apply to sales of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions referred to, offered or relied on by the Buyer whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Buyer, unless the Buyer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Seller in writing.
b) Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) will not apply unless agreed in writing by the Seller.
c) These Terms and conditions shall be applied to all orders received by the Seller and confirmed to the Buyer through an official sales order confirmation which will refer solely to the present document.
d) If the Buyer does not return the countersigned sales order confirmation referring to the present Terms and Conditions, he will still be held accountable for their full acceptance if the supply of goods is carried out accordingly.

3) Quotations & Orders

a) Quotations issued by the Seller are not binding and their validity is expressly indicated, in any case the Seller is free to accept or decline the order received from the Buyer on the basis of the offer issued.
b) Purchase orders are to be in written form and sent to the Seller and will be subject to the Seller’s Sales Order Confirmation which will be supplied by return
c) The Seller will consider the Buyer’s order accepted only after having issued the official Sales Order Confirmation on which part numbers, description of goods, quantity, net/discounted price, delivery date, payment conditions, delivery of goods, packaging and any other expenses have been expressly stated.
d) The Sellers Sales order confirmation shall indicate all the sales conditions applied and binding to the Parties.

3.1) Description of Goods

a) Any description given or applied to the Goods is given by way of identification only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, the Buyer hereby affirms that it does not in any way rely on any description when entering into the contract. The Seller will expressly state the item being sold through the part number assigned, details of which will refer solely to the Sellers drawing, manufacturing process, details set forth in company literature (catalogues, websites, user manuals).

3.2) Prices

a) Prices shall be confirmed through official Sales Order Confirmation. The price is exclusive of VAT or any other applicable costs.
b) The prices mentioned in the previous point, may be subject to increase due to events of force majeure that may increase production prices and can be amended by the Seller and confirmed through an amended Sales Order Confirmation sent to the Buyer.

3.3) Payments

a) Payment conditions are clearly indicated in the Sales order confirmation sent to the Buyer.
b) Payment conditions agreed cannot be modified for any reason whatsoever.
c) Late payment charges will be applied to any payment that exceeds invoice due date, charges will be calculated from due date to reception of effective payment, payable interest rate will be increased of three points of the average payable interest rate at the time of the delay and all debt collection fees will also be applied.
d) If payment of the price or any part thereof is not made by the due date, the Seller shall be entitled to:

   I) Require payment in advance of delivery in relation to any Goods not previously delivered;

   II) Refuse to make delivery of any undelivered Goods without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery;

e) In the event of late payment, even of a single invoice, the Seller withholds the right to suspend production and/or delivery of goods until all pending payments have been settled.
f) Payments shall not be suspended even in the event of a claim by the Buyer, invoices should be regularly paid credits shall follow if granted.

3.4) Cancellations

a) In the event that the Buyer wishes to cancel their order after having received the Sales order confirmation from the Seller they have 10 days in which to advise the Seller of their request and reason for cancellation in writing. It will be at the Sellers sole discretion to accept or reject the cancellation of the order based on raw material, components and production status.
b) If the Buyer is purchasing bespoke or customised goods and wishes to cancel the order it will be at the Seller's sole discretion to consider or reject the cancellation of the order based on the availability of raw material, components and production status. The Buyer will still be held accountable for 100% of all costs incurred by the Seller in sourcing raw material, components and production status associated with the production of the customized parts confirmed.
c) In the event the Buyer cancels the order and therefore refuses the delivery of the products ordered; the Buyer will still be held accountable for the payment of the invoice at a penalty equal to 33% of the order for standard items and up to 100% of the order value for bespoke products. As well as compensation of the loss to the Seller.
d) In the event of Buyer collections; if the Goods are not collected by the Buyer as agreed with the Seller, the Seller is authorized to compensation for the non-fulfilment of the Buyer equal to 33% of the order for standard items and up to 100% of the order value for bespoke products.

3.5) Delivery

a) The delivery date indicated in the Sellers sales order confirmation refers to goods ready for collection or dispatch at the Sellers warehouse.
b) Unless otherwise agreed in writing, delivery of the Goods shall take place at the address specified by the Buyer. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
c) The Seller will advise the Buyer of any delay in delivery through an amended order confirmation that will replace and void the previous one.
d) If the Seller is unable to deliver the Goods because of actions or circumstances under the control of the Buyer, then the Seller shall be entitled to place the Goods in storage until such times as delivery may be affected and the Buyer shall be liable for any expense associated with such storage.
e) Unless otherwise agreed by the parties in writing, delays in delivery from the Seller do not in any case constitute grounds for order cancellation on behalf of the Buyer.
f) The Seller has the right to be released from committed delivery dates in the event of circumstances outside its reasonable control including but not limited to: force majeure, acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability and delay in transport of raw materials or any other unmentioned cause that compels the Seller or satellite activities of the Seller to interrupt production this is by no means an exhaustive list but it gives an indication of those factors that may prevent committed delivery dates being achieved, for which we will not accept responsibility.
g) In the event of Buyer collection orders if the Buyer, after having received communication that goods are ready for collection, does not collect the goods within 15 days of the delivery dated indicated in the Sales Order Confirmation, the Seller reserves the right to issue all documents necessary to invoice the goods and receive their payment
h) Any damages, shortages, over deliveries and duplicated orders should be reported to the Seller within 14 days of signed receipt to enable commencement of claim procedure.

3.6) Packaging

a) The Seller will package the goods ordered by the Buyer in an adequate manner.
b) Packaging is not included in the product price, and will be invoiced to the Buyer.

3.7) Freight & Carriage

a) Delivery terms are agreed with customers on a case-by-case basis and refer to ICC Incoterms latest edition.
b) Upon reception of goods the Buyer shall take note of any damages of packaging and discrepancy in the quantity of goods with a thorough description of the claim on the CMR accompanying delivery.
c) Acceptance of the ordered goods constitutes principal obligation for the Buyer.

In the event products are rejected by the Buyer, the Seller is authorized to compensation for the non-fulfillment of the Buyer equal to the total value of the products delivered and any additional cost incurred by the seller such as but no limited to; storage costs, freight charges and return charges.

4) Claims & Returns

4.1) Claims

a) Buyers that identify flaws or defects in Goods shall notify the Seller as soon as a detected and should do this as follows:

I) Claims that are relevant to flaws clearly identifiable have to be communicated with a written statement within 15 days of reception, and in any case within the set terms of the warranty.

II) Claims referring to defects or flaws that are not immediately visible (the ones that do not fall under the precedent point) Buyer shall present written claim to the Seller as soon as possible and in any case within the set terms of the warranty.

b) Claims shall be sent in writing within the terms of the warranty, with a thorough description of flaws, defects or stating issues not in compliance, supported by photographic evidence.
c) Any request for returns must be authorised by a representative of the Seller before being sent back to the Seller. Failure to obtain authorisation will result in goods being rejected upon arrival at the Sellers.
d) Goods that have been returned after authorisation will be inspected by our quality department before any further decisions can be made following our QS procedure.
e) The Seller, after having confirmed Goods are non-conforming, can act as follows:

I)Replace the claimed Goods with new ones, claimed ones to be returned to Seller.
II) Repair the Goods returned by the Buyer with the replacement of only the flawed parts.

f) The seller will not accept any costs

4.2) Returns

a) All Goods are sold on a firm sale basis, i.e. the Seller will not take back any Goods that are not required by the Buyer.
b) In the event that the Seller agrees to accept the return of Goods that are not damaged the Buyer will be responsible for the cost of carriage and will ensure that they are carefully packaged to avoid any damage in transit. The Seller will not be obliged to accept any returned Goods that are damaged in any way. Credit of amounts due or paid in full will only be given for Goods that are in a saleable condition.
c) In the event of a faulty item; any returns must be pre-authorised by a representative of the Seller before being sent back to the Seller, the item will then be inspected and a solution discussed before any credit will be given.
d) Bespoke items are sold on a firm sale basis and returns are not accepted. This does not affect the statutory rights of the Buyer.
e) In the event that a return request for a faulty bespoke item is received this will be handled on a case-by-case basis.

5) Warranty

a) The Buyer declares to understand the characteristics of the products purchased from the Seller and to have the technical and technological knowledge to mount and use them properly.
b) The Seller guarantees that the products supplied correspond to the sales order confirmation in quantity, quality and type and that they are exempt of flaws that could make them unsuitable for the use which they are destined.
c) The warrantee is limited only to the products sold by the Seller and not for the machines on which the products are mounted.
d) Flaws or defects that are clearly identifiable must be communicated in writing within 15 days of reception of goods. Flaws or defects that are not immediately visible are to be communicated to the Seller within fifteen days of discovering them and within the terms covered by the warranty

e) The Buyer is obliged, from the moment flaws of the product are identified, to interrupt the usage or the assembly of the product and to inform the Seller in writing of what has been discovered within fifteen days.
f) The Buyer is to abide by the indications, tolerances and suggested usage and maintenance of the products determined by the Seller available on www.rimaspa.com or from the sales department.
g) The warranty does not apply if the Buyer or third parties within the Buyer's chain of distribution have not affected correct usage or maintenance of the products or if they have tampered or modified them in any way.
h) Modifications on claimed products are not permitted and they cannot be taken apart before the Seller has seen them, tampering may void the warranty. Products must be stored properly and made available to the Seller for investigation, timing for repair or replacement will be advised after inspection as per QS procedure.
i) The warranty does not cover the products that have been used improperly by the Buyer or in usages that do not respect the parameters indicated in the catalogue or technical drawing issued by the Seller.
j) In the event of flaws in manufacture of products, the Seller's commitment is limited to replacing the claimed goods or repairing them under warrantee.
k) With regards to the products identified as flawed, the Seller is held accountable only for their repair under warrantee any other claim brought forth by the Buyer will be denied.
l) The Seller will not be held accountable for claims on products resulting from their proper usage which can cause natural wear and tear of the component itself.
m) Buyer's warrantee has a validity of 12 months from the date of the sales invoice and is subject to a regular complaint effected to the Seller in accordance with the present point.

6) Solutions

a) The Seller, after having received claim on the products supplied to the Buyer, within a reasonable timing can act as follows:

I) Replace the claimed products with new ones, claimed ones to be returned to Seller prior to authorisation.
II) Repair the products returned by the Buyer with the replacement of only the flawed parts.
III) Declare resolution of the contract, offering the Customer a refund of the paid price in exchange for the return of all the products supplied.

b) In any case the return of goods by the Buyer must be agreed in advance with the seller.

c) Warrantee is always to be considered at seller's headquarters.

7) Seller responsibility restrictions

a) The responsibility of the Seller engaged by issuing sales order confirmation, are limited to the content of the sales offer and or sales contract, with the exception of any other agreed or un-agreed responsibility referring to direct or undirect damages to people, things or any other third-party property.
b) The Seller is not responsible for the damages or anomalies connected to the finished products if the Buyer, whilst using them, has not respected the indications in the technical documentation
c) The Seller declines any responsibility even for what has already been expressed in points 7a & 7b.
d) Refunds for Buyer or Third-party damages shall never be higher than the product price indicated in the sales invoice of the products.
e) Once the warrantee has expired the Buyer will no longer have any right of appeal to the Seller for damages.

f) The Buyer that re-sells the Sellers products or sells machines which mount them, granting their Buyer a longer warranty than that offered by the Seller, will undertake the liability of the longer commitment

8) Customer Liability and obligations

a) The Buyer, and his workforce, are responsible for the correct assembly and usage the Seller's products.
b) The Buyer shall have the means necessary for assembly of the product and adequate knowledge to guarantee proper usage of the products
c) The Buyer shall guarantee the full respect of the Sellers indications for the correct usage of the products themselves
d) It is the Buyer sole responsibility to inform the Seller of any law restrictions regarding safety, liability, homologation or any other technical regulation applicable in the Country the product will be used or exported.

9) Intellectual Property rights

a) All information, technical data, drawings, technical standards, procedures, bills of material supplied to the Buyer by the Seller are exclusive property of the Seller.
b) The Buyer shall not divulge notions or confidential information and know-how of the Seller. Violations will be punished according to the law.
c) In the event of termination of a commercial agreement the Buyer shall respect points a & b. The Seller will take legal action against violators.
d) In the event of termination of agreement or supply, the Buyer is to return all technical documentation, calculations or any other document that is property of the Seller
e) The Parties agree to mutually respect and not violate intellectual and industrial property that has come to knowledge during the business relationship.

10) Confidentiality

a) The Parties undertake to keep all information confidential, documents, technical drawings and any other confidential information produced during the business relationship.
b) The Parties undertake to extend the obligation to their staff members such as technicians, sales, consultants and third parties to which the Parties are in cooperation with to produce the product and its consequent sale
c) The commitment to confidentiality is extended for an additional four years from the date of termination of the business relationship by mutual agreement.

11) Interpretation of amendments and invalidating clauses

a) Any amendment or attachments made by the Parties to the contract for which these general sales conditions apply must be in writing otherwise they will not be considered valid.
b) Waiver to one or more of the present general sales conditions cannot be interpreted by analogy and does not imply the will to not apply the General Sales Conditions as a whole
c) Any dispute will be resolved by Italian Law.

12) Catalogues

a) The dimensions, shapes, technical characteristics and tolerances of the products as indicated in the Seller's catalogue are merely indicative and illustrated and do not bind RIMA SPA. Commitment by

RIMA SPA is set forth through the order confirmation. The Seller reserves the right to modify or improve its products without any obligation towards the Buyer.

b) The Seller, upon customers explicit request, can supply drawings with custom dimensions and specific tolerances
c) The Buyer shall not interpret the drawings or illustrations of the Sellers products and if in doubt shall ask clarifications.

13) Competent Court

Any and all disputes that arise from the Sellers sales contracts to which the General Sales Conditions apply are exclusive under the jurisdiction of the Court of Brescia.

14) GDPR

Pursuant to Art. 13 of Legislative Decree no. 196/2003 ('Privacy Code') and art. 13 of EU Regulation No. 2016/679 ("GDPR 2016/679"), laying down provisions for the protection of persons and other subjects with regard to the processing of personal data, the personal data provided by the Buyer will be processed in accordance with the aforementioned legislation and confidentiality obligations. The Data Controller is RIMA S.p.a., in the person of its legal representative pro tempore Mr. Romeo Faganelli. The customer's data are required for the fulfilment of legal obligations, Art. 13 of EU Regulation no. 2016/679 ("GDPR 2016/679"). The processing will be carried out in automated and/or manual form, in compliance with the provisions of Art. 32 of GDPR 2016/679 and Annex B of Legislative Decree. 196/2003 (Art. 33-36 of the Code) on security measures, by specially appointed persons and in compliance with Art. 29 GDPR 2016/ 679. In compliance with the principles of lawfulness, purpose limitation and data minimisation, pursuant to Art. 5 GDPR 2016/679, subject to the free and explicit consent expressed at the foot of this notice, the data will be kept for the period of time necessary to achieve the purposes for which they are collected and processed. The data collected will never be disseminated and will not be disclosed without the explicit consent of the Buyer.

Russian Federation and Belarus exporting prohibition

In accordance with European Regulation No.258/2012, Regulation (EU) No.833/2014, as amended by Council Regulation (EU) No.2023 /2878 of the Council and ss.mm.ii, and Regulation (EU) 2024/1865 of 06/29/24, amending Reg. (EC) No. 765/2006 and ss.mm.ii. and, in general, pursuant to the legislation in force at the time of signing the contract for the purchase of the Products, the Customer is prohibited from selling, exporting or re-exporting, directly or indirectly, to the Russian Federation and/or Belarus and/or for use in the Russian Federation and/or Belarus and, in general, in the countries for which the prohibition will be extended by subsequent legislation, the Products supplied by RIMA SPA The Customer, therefore, undertakes to that effect.