

## **GENERAL SALE CONDITIONS**

### **GENERAL PRINCIPLES**

1. This document cancels and replaces any previous edition.
2. ATENA LUX reserves the right to make changes in the products without prior notice for their continuous improvement. For this improvement, the devices supplied may differ in details and sizes, in the equipment and accessories. The descriptions given in the catalogs are therefore not binding.
3. ATENA LUX operates in line with the principles set out in its Code of Conduct, in compliance with all stakeholders involved in production, sales and marketing. The code of ethics is available at [www.atenalux.com/news/](http://www.atenalux.com/news/)
4. The buyer may not register and / or use names similar or identical to the ATENA LUX brand, unless after express and prior written authorization.

### **ORDERS**

1. By placing the order and / or taking charge of the materials, these conditions of sale are fully accepted by the buyer.
2. These conditions of sale are to be considered prevailing over any other. Their full acceptance by the buyer is perfected at the time of order confirmation.
3. Orders placed by the buyer must only be received in writing, otherwise confirmed orders are not accepted. All orders must be signed by a person authorized to bind the buyer. In any case, the existence of the buyer's power of representation by the subscriber is presumed in favor of ATENA LUX.
4. Orders will be processed according to the availability of materials and shipments can be made even partially.
5. Orders involving material in special execution will be processed only upon acceptance of the technical drawing by the customer.
6. ATENA LUX reserves the right to accept or reject the order and to suspend deliveries in the event of late payments or insolvency on the part of the buyer.
7. Any circumstance beyond the control of the parties that occurs after the conclusion of the sales contract and prevents its reasonable execution, is considered a cause for exemption.

### **PRICES AND QUOTATIONS**

1. The prices indicated in the price lists are to be understood net of VAT.
2. The quotations included in the offer are valid for a period of 30 days, except for specific agreements between the parties.

3. ATENA LUX reserves the right to modify the quotation indicated in the offer, by giving written notice to the customer, even before the expiry of the period of validity of the quotation itself, in the following cases:
  - a. In the event of cost increases due to factors not attributable to ATENA LUX (for example, increases in the cost of raw materials, fluctuations in exchange rates, etc.);
  - b. In the event that the buyer changes the delivery date, the quantities or types of products ordered;
  - c. In the event that the buyer delays in providing any information or instructions necessary to complete the production of the goods ordered.

## **SHIPMENTS**

1. The delivery terms indicated in the order confirmations are indicative and do not give the right to indemnity or compensation in case of delay.
2. Unless explicitly agreed to the contrary, shipping costs are always borne by the buyer.
3. The ordered material is collected at the ATENA LUX factory, located in Via Gai 33, 30020 Gruaro (VE).
4. In the event of delays due to contingency situations, even though production is already underway, the purchaser cannot claim partial or total cancellation of the ordered material, nor can he make any claims for compensation for any damage caused to himself or to third parties.
5. Samples are always delivered EX-WORKS incoterms and invoiced.
6. The goods are shipped at the buyer's expenses and risks by any means shipped, both carriage paid and assigned.
7. The costs relating to the issue of certificates of origin, legalization of documents and in general all documents expressly requested to accompany the goods, with the exception of invoices or transport documents, remain the responsibility of the buyer unless otherwise specified in writing in the order confirmations. Import licenses, laws, regulations and customs procedures applicable in the country of destination must be verified by the buyer without any implied liability on the part of ATENA LUX.

## **COMPLAINTS AND RETURNS**

1. After eight days from the receipt of the goods, no complaints will be accepted. No complaint can in any case be taken into consideration, not even in court, if the regular payment of the goods to which the complaint refers has not occurred. The ordered products are always checked during the loading preparation phase, both in quantity and in coding, in order to ensure a correct correspondence with the order confirmed by the buyer. However, it remains the responsibility of the buyer to check the correspondence and technical characteristics of the ordered material with respect to the order confirmations received, the latter are to be considered valid only if issued and received directly by ATENA LUX.

2. The buyer is obliged to check the quantity and condition of the goods at the time of delivery and to place any verification reserve on the reference transport document at the same time as unloading. In the event that any lack, tampering or damage to the goods occurs, the buyer must make written reservations to the carrier upon receipt of the same in order to be entitled to request any repairs, replacements or additions, subject in any case to the judgment of ATENA LUX. If these reservations are not affixed, the buyer will automatically lose the right to replace or repair the products.
3. We do not accept requests for returns for products in special execution or for order mistakes. In any case, returns are not accepted in the month of December.
4. Any returns of goods must be previously and directly authorized by ATENA LUX and returned carriage free, intact, in their original packaging at the headquarters in via Gai n. 33, 30020 - Gruario (VE) - ITALY.
5. Any return requests must be made in writing, within the time limits established by law, justified by plausible reasons and accompanied by a detailed description of the reason for which the return is requested. The returned material will in any case be accepted subject to verification and possibly credited only if received intact, with a minimum depreciation of 10% up to a maximum assessed unquestionably by ATENA LUX. These returns must be received accompanied by the relative transport document on which the details of the invoice relating to the supply of each individual product and the reason for the return must appear.

## **PAYMENTS**

1. Payments must be made exclusively to a bank account communicated by ATENA LUX, at the headquarters or in the hands of ATENA LUX agents with a specific written mandate. Payments must be made in Euros, for the total amount agreed in the invoice. Any additional costs, such as bank charges or any other expenses not previously agreed, remain the responsibility of the buyer.
2. For no reason and for no reason the buyer may defer payments beyond the agreed deadlines, following delays in the delivery of materials or disputes of any kind. In the event of late payments with respect to the agreed deadlines, interest on arrears will be due and any expenses, including legal costs, will be charged for credit recovery.
3. The sale is to be considered carried out with retention of title: this implies that the ownership of the material remains with ATENA LUX until the buyer has paid the entire agreed sum.

## **WARRANTY**

1. Buyers are responsible for the choice of items in relation to their characteristics and the use for which they are intended. It is therefore recommended to carry out assembly and use according to the rules of art and good technique, consulting and keeping the instruction sheets attached to each product.
2. The warranty will be provided for a period of 12 months from the date of issue of the sales invoice and is limited to parts deemed defective at origin or unserviceable due to defects in material or construction defects by ATENA LUX.

3. With the exception of some specific products, it is possible to request an extension of the warranty to 5 years from the date of the invoice, by submitting the request when defining the order and in any case in the manner and within the times established in the specific warranty extension form, downloadable at [www.atenalux.com](http://www.atenalux.com). The validity of the warranty extension will be assessed at the sole discretion of ATENA LUX.
4. The warranty does NOT cover: all possible accessory costs arising as a result of the repair of the defect / defect (eg. Those relating to the repair of third parties, assembly and disassembly, transport of the product affected by defects and the repaired product and new, disposal by law, per diem and transfers, lifting equipment, scaffolding, etc.), which remain the responsibility of the buyer; defects / faults caused by negligence in the installation of the products or by negligence in the logistical handling of the products; defects caused by unforeseen and unforeseeable events, fortuitous events and causes of force majeure (including chemical influences, electric discharges, lightning, voltage overloads generally not tolerated by the product), and all the causes that exclude the traceability of such defects to the manufacture of the product itself; products made on the express specifications of the buyer; parts subject to wear, such as consumables such as light sources (excluding LED sources), accumulators, mechanical parts subject to wear; the products bearing the brands of different companies, which ATENA LUX markets and the lighting management systems.

**DISPUTES:**

1. The drawings, samples, documents, projects, studies and lighting planning calculations owned by ATENA LUX cannot be divulged, published or reproduced without written authorization from the same. The buyer undertakes not to use directly, indirectly, through a third party, entity or company and not to disclose to third parties, even after the termination of the commercial relations, any of the information that he has become aware of during the contractual relationship with ATENA LUX, which are to be considered absolutely confidential except within the limits of the use to which they are intended.
2. For anything not contemplated in these general conditions of sale, the laws in force in Italy will apply. For any dispute, the only competent court is that of Pordenone.