

GENERAL SALES CONDITIONS

1. General Rules

These General Sales Conditions are applicable for any order submitted to LEADER CAM SRL. The transmission of an order involves the review and acceptance of these General Sales Conditions published on the website www.leadercam.com under the heading General Sales Conditions. These conditions apply to the exclusion of any other clause or condition, with the exception of any special clauses previously agreed in writing and signed for acceptance by the parties. Orders placed by email, telephone, fax or post require acceptance of the General Sales Conditions. LEADER CAM SRL reserves the right to modify the General Condition of Sale at any time. All additional clauses or special purchase conditions incompatible with these general conditions, even if indicated on the customer's order, shall be deemed not to be affixed.

2. Orders

All orders are irrevocable and must always specify the quantity and all the elements necessary for the correct identification of the products. The customer must communicate all the necessary information in order to ensure the correct processing. The issue of any documentation and/or certifications must be requested at the time of order and accepted in writing by LEADER CAM SRL. The request for a specific indication of the origin of the goods must be communicated during the order. Orders in any form submitted by the customer will not be in any way binding for LEADER CAM SRL which may therefore not accept or partially accept them at its sole discretion. Any requests for documentation and/or certification and/or specific indication of origin of the goods, made after the acceptance of the order, will not be binding for LEADER CAM SRL, where possible, reserves the right to provide it upon reimbursement of any additional costs to be determined. The impossibility to satisfy the requests for the release of documents and/or certifications and/or specific indication of origin of the goods, made after the acceptance of the order, may not in any case constitute a valid reason for the elimination or cancellation of the order. Any subsequent requests for variation and/or cancellation must be sent in writing and will not be valid unless accepted in the same form by LEADER CAM SRL. LEADER CAM SRL reserves the right in any case to refuse the variation and/or cancellation as to execute the original order. LEADER CAM SRL may in any case suspend the execution of the supply in the event of a decrease in the buyer's solvency such as, for example, by way of simplification but not exhaustive, in the case of protests, confiscation, foreclosures, submission to insolvency proceedings and generally injurious proceedings. In this case, LEADER CAM SRL may, at its discretion, suspend the execution of the contract and require the release of personal or actual guarantees, or terminate the contract for default of the buyer, pursuant to art. 1456 of the Italian Civil Code, also requiring the immediate payment in cash of overdue amounts and expired invoices by communication through registered mail with acknowledgement of receipt.

3. Delivery and Shipping.

The delivery is to be considered always ex works; all risks related to the products are transferred in charge to the customer at the supplier's factory, prior to loading operations. Upon request, LEADER CAM SRL will transport the products at risk, at the cost and expense of the Customer. The goods travel at the risk of the customer who, in his own interest, must verify before collection, the integrity of the packages and the quantity of the goods received. Any complaints must be made directly to the carrier at the time of delivery. LEADER CAM SRL reserves the right to make partial deliveries with the consequent issue of invoices to be paid within the terms agreed in the order confirmation. The delivery of a smaller quantity of products than ordered does not release the Customer from the obligation to accept delivery and pay for the products delivered. Unless expressly agreed otherwise in writing, the processing of the order after the expected delivery time will not entitle the Customer to request the termination of the Contract. Any delivery terms are purely indicative and have no contractual value. Any delay in the delivery of the products may not in any case entail any liability of LEADER CAM SRL. The customer, therefore, may not charge or ask LEADER CAM SRL for any compensation for damages suffered due to any delay in the delivery of the products.

4. Prices

Unless expressly stated otherwise, in the Order Confirmation prices are net of all charges relating to taxes, transport, insurance, shipping, storage and similar, which are borne by the Customer.

5. Payments

Payments must be made in the manner indicated on the order accepted by LEADER CAM SRL. LEADER CAM SRL in the event of failure by the customer to comply with the terms and conditions of payment, may suspend the current supplies or complete them only against advance payment. LEADER CAM SRL may also request the termination of the existing contract and in this case the customer, in addition to having to pay to LEADER CAM SRL in full as due, will be required to compensate all damages suffered as a result of the breach of contract.

6. Complaints and Returns

Complaints about tampering or material shortages must always be submitted by the recipient to the carrier. The addressee must report the apparent defects within eight days of receipt and the hidden defects within eight days of their discovery. The complaint can never have as a consequence the cancellation or reduction of the order by the customer and even less the payment of compensation whatsoever by LEADER CAM SRL and, in any case, the payment after the due date. Any return must always be previously agreed with LEADER CAM SRL and can only be accepted if the material and its packaging are perfectly intact. The disputed goods must be returned free of charge and with an accompanying note indicating the reasons for the return.

7. Guarantee

The warranty of LEADER CAM SRL lasts for one year from the date of purchase of the goods. This warranty is limited exclusively to the repair or replacement free of charge of the parts recognized as defective, for material defects or processing deficiencies. The recipient of the goods must report defects and apparent defects within eight days of receipt and those hidden within eight days of their discovery, under penalty of forfeiture of warranty. The warranty expires if the parts returned as defective have been somehow tampered with or repaired. LEADER CAM SRL assumes no responsibility for any damage resulting from accidental events of any nature that occur during the use of the products.

8. Court of Jurisdiction

For any dispute, the exclusive jurisdiction of the court of Pordenone is recognized. However, in addition to the court of Pordenone, the seller will have the right to appeal to any other competent court according to the law.