



## GENERAL TERMS OF SALE

These General Terms of Sale apply to all offers and contracts of Francom Spa (Francom). These General Terms of Sale are deemed recognised and simultaneously become part of the contract when the buyer (Customer) places an order in writing. Any contradicting or deviating terms of the Customer are hereby rejected. All agreements made between the Customer and ourselves and any additions and amendments to such agreements must be recorded in writing.

1. **PRICE** All prices exclude delivery charges and VAT. The price list applicable is that in force at the time the order is received by Francom. Francom reserves the right to modify prices.
2. **PURCHASE ORDER** No purchase orders shall be considered to be formalised until a written identifiable order is placed by the Customer and accepted by Francom. The Customer shall be deemed thereafter to have contracted under these conditions. Any other conditions made either orally or in writing given expressly or implied shall be excluded from these terms and conditions unless agreed, in advance, and in writing by Francom. Francom reserves the right to make changes on products at any time without notice.
3. **DELIVERY** Delivery date of purchase order is not binding. In the event of circumstances we are not responsible for and/or in the event of force majeure (e.g. unforeseeable disruptions of operations, traffic or shipment, fire damage, flooding, an unforeseeable shortage of power, energy, raw materials or auxiliary materials, a subsequent scarcity of material, import and export restrictions, strikes, lockouts, public authority decrees and similar unforeseeable events, which subsequently make it impossible or very difficult for us or our sub suppliers or the carriers to render performance), dates shall be extended reasonably by the period of hindrance plus a reasonable restart period, in any case no more than three months. If the supply hindrance lasts for more than three months, both parties are entitled to rescind the contract. We will notify the Customer immediately of the beginning and end of such hindrances.  
Francom reserves the right to make deliveries by instalments. Delay in delivery or other default of any delivery instalments shall not relieve the Customer of their obligation to accept and pay for the remaining delivery under the contract.
4. **SHIPMENT** Unless otherwise specifically agreed in writing and in advance by both parties, all risk of loss or damage to the goods from whatever cause arising, shall be borne by the Customer from the time of delivery to the carrier. Immediately after delivery, the Customer must inspect the products for transportation losses, transportation defects or transportation damages. Said Customer must ascertain any complaints in the presence of the driver and in compliance with the carrier's conditions, and must record them in writing and notify us on the day of receipt of the products. We must be notified of any concealed transportation losses, transportation defects or transportation damage no more than three calendar days after delivery of our products by fax + 39 0424 570754 or by e-mail [info@syncro-system.com](mailto:info@syncro-system.com).  
If the Customer fails to notify us in due time, the products will be deemed approved as regards any transportation losses, transportation defects or transportation damage. The Customer must always perform the necessary formalities for the carrier.



## FRANCOM SPA

5. **WARRANTY** The warranty covers a period of 36 months starting from the date the products are delivered resulting from invoice or transport document. Manufacturing defects which arise during the warranty period shall be replaced or repaired free of charge by Francom. All replaced parts will become automatically property of Francom.  
In the event of serious product defects which cannot be repaired, Francom shall have to right to shirk the cancellation of contract replacing the product free of charge. For products sold outside of Italy, the warranty covers free delivery of goods within Italian borders. Any additional request for damage is not covered by the warranty, unless liability is legally defined as such and however within the terms of the laws in force.  
The following defects or damage are not covered by warranty terms and conditions: incorrect location or installation; no observance of the accident prevention standards or the written instructions given regarding use and fitting; incorrect use; external causes i.g. damage caused by transport, acts of vandalism, accidents, collisions, weather conditions or other natural phenomenon; repairs or modifications to the products performed by others not authorized by Francom; modifications, installation of additional elements or repairs using components which are not supplied by Francom; installation of drawer units on the loading bay with drawers facing the van cab (travelling direction); damage caused by perforating the bodywork more than 5 mm that thickness of bodywork metal sheet or caused by fixation brackets.  
The supply of spare parts under warranty does not imply an extension of warranty period.
6. **RETURNED PRODUCTS** No products may be returned for credit unless agreed by Francom in writing and in advance. Any credit will be subject to the deduction of handling charges and adjustment depending on the condition of the products returned. The amount of such reduction or adjustment is to be determined by Francom in its absolute discretion. The responsibility for any damage to returned products during transit lies with the Customer.
7. **PAYMENT** Payment term is that agreed in writing at time of order. No rounding and/or amount reduction are permitted. Products delivered remain Francom's property until FRANCOM has received payment in full. Should the Customer default any payment due under any contract, Francom has the right to ask return of unpaid goods. Any costs of such reclamations shall be for the account of the Customer. We reserve the right to use payments to settle the oldest due claim plus the accrued default interest and costs, this being in the order: costs, interest, claim.
8. **LAW** The sole legal venue for all disputes resulting directly or indirectly from the contractual relationship is Vicenza.
9. **SEVERABILITY** If, and to the extent that, any of the terms and conditions of the contract shall be determined by a court of law to be invalid, unlawful or unenforceable such term or condition shall to that extent be severed from the remaining terms and conditions which shall continue to be valid to the fullest extent permitted by law.

**LA DIREZIONE**