



SIRI Elettronica S.p.A  
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P.Iva IT02634470286  
Reg. imp. PD 060-46782 – N.Mecc. PD 040764  
Cap. Soc. Euro 500.000 i.v.  
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www.siri-el.com

*We thank you for your kind order  
Please find below our*

## GENERAL SALE CONDITIONS

Siri Elettronica SpA distributes electronic components with producer original mark, so their characteristics and technical specifications are stated in the data sheets, data books and catalogues published by the manufacturer and are subjected to changes without notice.

Siri Elettronica Spa recommends to customers to check every information on the product before its use. Customer has to follow the technical specifications and to use the product only and exclusively for the purposes the original manufacturer specified.

The forecasted delivery dates indicated in our order acknowledgement are purely indicative. They have been defined upon producers' standard delivery times. The indicated delivery dates are bound to the regular payment by customer of the overdue amounts of the previous supplies. However Siri Elettronica SpA is not liable for any damage caused by delays in the delivery because of force Majeure and his suppliers default.

Siri Elettronica SpA reserves the right to modify the prices indicated in the order acknowledgement if the market situation should exceptionally change with sudden increases decided by producers.

Every eventual change in the order (cancellation, quantity or delivery change or change in other elements) has to be agreed in advance with and authorized by Siri Elettronica SpA.

**Nevertheless "custom" and not standard products have to be intended as NCNR (non cancellable non returnable).**

Goods are delivered ex Siri Elettronica SpA warehouse on customer's own account and therefore customer takes over transportation risk, even if goods are shipped under DDP (delivered to customer's warehouse) basis, by including a fixed amount in the invoice. The delivery is considered over once the goods are collected from Siri Elettronica SpA warehouse either by customer's appointed forwarder agent or by customer itself.

Siri Elettronica SpA requires to the customer to check carefully material upon its receipt and always before its use to check the conformity with the ordered material.

Siri Elettronica SpA has no responsibility for typographical errors, for label mistakes or for other kind of mistakes or omissions about products. In any case the original producer's label is the one that counts.

The improper use, misuse or alteration of sold products exclude the validity of the warranty provided for by law. Siri Elettronica SpA has to be informed about every defect found on the product by written by the customer with the maximum rapidity and in any case not later than 8 days from product's receipt or from the date of the discovery in case of hidden defect, always within the warranty time limit fixed by law. Siri Elettronica SpA will hand over the warranty received from the manufacturer and doesn't give any other kind



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of warranty, stated or implicit. Warranty is valid only toward the direct Siri Elettronica SpA customer, with the exclusion of third part. D.L. n. 24 dtd 02/02/2002 is not applicable, being not consumable goods. An eventual claim doesn't allow the customer to stop or to delay payments or to make deductions on payments. In any case, Siri Elettronica Spa, once verified the defect by the manufacturer, or its mistake in the supply, shall be responsible only either by replacing the goods or by crediting the relevant amount cost, with the exclusion of any further responsibility for damages occurred to the customer or third part. In accordance to art. 1519 quinquies C.C., customer renounces to the right of recourse toward Siri Elettronica SpA, beyond the limits eventually exceeding the ones of the warranty, given by contract.

Every return of material has to be required in advance and approved by Siri Elettronica SpA. Material return will be accepted only if with the number of RMA (Return Material Authorization) and the goods must be intact, in the original packaging, not tampered or modified anyhow, and delivered back in the agreed way. At its own discretion Siri Elettronica SpA can send back to the customer the goods not adequate for material return with the transport cost at customer's charges or can keep the goods on behalf of customer at customer's expenses.

Customer must inform Siri Elettronica SpA about any eventual claim on the invoices by certified e-mail within 8 days from the invoice receipt, otherwise it is understood that invoices are accepted without any reservation. Customer is not authorized to make any compensation with possible credits he has towards Siri Elettronica SpA and he has not any title of retention on products. Eventual delays on payments can cause the debit of overdue interest at the rate fixed in D. Lgs. 231/2002, with the addition of collection and legal fees.

Siri Elettronica SpA can stop material consignments in case the customer doesn't settle payments at the agreed expiration date or in case Siri Elettronica SpA has reason to think that customer will not or couldn't settle payments at the agreed expiration date or in case customer is defaulting in other obligations or agreement conditions. For these reasons Siri Elettronica SpA can change payment terms anytime and can ask for a bank guarantee or other kind of guarantee.

Regarding RoHS Directive and Reach Regulation, you are invited to check the manufacturers' websites. Siri Elettronica SpA has no responsibility for the accuracy of the information as it is a manufacturers' competence.

Customer terms or conditions that are in conflict with or are different from or integrate the abovementioned sale conditions can't be applied to the agreement unless they are expressly approved by written by the General Manager.

The exclusive place of jurisdiction for every possible disputes is Padova.

**Nothing receiving within two working days from the receipt of our order acknowledgements they remains entirely confirmed.**

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