



Casinghini Energia srl

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General purchase conditions



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1 – GENERAL CONDITIONS

The General Conditions indicated below apply to each supply, except as provided by special conditions expressly agreed and reported in the latest revision of the order. Different conditions expressed by the Supplier in the order confirmation do not apply, even with reference to the offer.

All the conditions indicated are considered an integral part of the supply contract and, therefore, are considered accepted by the Supplier even independently of their subscription by the Supplier itself.

2 – DELIVERY TERMS

The delivery terms indicated in the order accepted by the Supplier are binding. Any modification of the aforementioned terms must be approved in writing by Casinghini Energia srl.

In case of non-compliance with the delivery terms, even for a single part of the order, for a period of more than two weeks and done unless proven and documented causes of force majeure that the Supplier must communicate upon their occurrence, Casinghini Energia srl does reserves the right at its discretion to:

- a) keep the order firm, reserving the right to apply a penalty of 2% of the value of the material not delivered for each week of delay after two of the deductible up to a maximum amount of 10% of the value of the goods not delivered
- b) consider the order or the position relating to the undelivered material fully canceled after 5 weeks
- c) acquire the non-delivered materials of the supply elsewhere and at any time, charging the Supplier for any higher costs compared to the prices agreed with the order.

3 – DELIVERY NOTES

The materials must always be accompanied by delivery notes and certificates of conformity, in agreed number of copies, indicating the name of the company and all legal references, order number, codes, design number and specification and an accurate description of the materials delivered. Each document must refer to the material of a single order.

Deliveries for which the aforementioned rules have not been observed may be refused by the receiving warehouse.

Casinghini Energia srl assumes no responsibility for the materials supplied in excess of the quantities indicated in the order, even in in the event that they have already been introduced into its warehouse and will therefore have the right to return said quantities to the Supplier at its own risk and expenses.



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4 – ACCEPTANCE

The simple delivery of the materials to the receiving warehouse does not constitute acceptance of the goods which remains subject to the verification of the quantity and quality conditions by the quality control service of Casinghini Energia srl, whose judgment is binding for the acceptance of the material.

The time necessary for the execution of these assessments and the possible opposition of the Supplier to the judgment of the quality control of the Casinghini Energia srl, which cause a prolonged stay of the materials in the warehouse, will not be considered as tacit acceptance.

5 – GUARANTEE

The Supplier guarantees that the materials supplied with the order comply with all the requirements specified by the order and are free from flaws and defects.

The duration of the guarantee is 12 months from the date of acceptance, unless otherwise agreed in the special conditions. Faults and defects found on the materials delivered will always be communicated in writing to the Supplier. Upon receipt of the notification, the Supplier will promptly take action to remedy the defect found by replacing the faulty material within 15 days from notification, or any other period agreed by Casinghini Energia srl. In the event of non-compliance with the agreed period, Casinghini Energia srl reserves the right to refuse the entire supply and to acquire elsewhere the materials as required by letter c) of paragraph 2, canceling the order or the relative part of the order.

6 – INVOICES

Each invoice must include the materials relating to a single order and combine all the delivery notes issued during the month reporting:

- 1) the number of the order and the number of related delivery notes
- 2) the list of materials in the progressive order indicated in the order with the same names and references indicated in the order.

7 – PRICES AND PAYMENT

Unless otherwise indicated in the special conditions, the prices of the order are fixed and invariable. Unless otherwise agreed in writing, the Supplier cannot issue drafts or bank receipts for the payment of invoices. If they were equally issued, they will not be withdrawn, and the Supplier will be held responsible for all damage resulting from the aforementioned failure to collect. Casinghini Energia srl reserves the right to withhold, from payments due also for different orders, any sums to guarantee against the consequences deriving from ascertained breaches of the Supplier.



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8 – PROHIBITION OF TRANSFER

Our orders are not transferable. It is expressly agreed that the credit deriving from this supply cannot be transferred without written authorization by Casinghini Energia srl.

9 – CONSTRUCTION ON DRAWINGS OR SPECIFICATIONS OR MODELS

The drawings, models or specifications owned by Casinghini Energia srl or its Clients cannot be copied by the Supplier or transmitted to other persons or used by him, for purposes other than execution of the supply. The production of materials based on drawings, models or specifications must be limited to the quantities provided for in the order and the Supplier undertakes to destroy any excess material. The Supplier recognizes as illegal the manufacture and trade of the materials produced on designs, models or specifications of Casinghini Energia srl or its Customers., for any use other than the fulfilment of Casinghini order.

10 – PATENTS AND INDUSTRIAL PROPERTY

The Supplier guarantees that the materials it will supply have not been and will not be produced in contravention of patents or proprietary licenses owned by third parties, and that therefore Casinghini Energia srl has full lawfulness and freedom of use both in Italy and abroad.

11 – PROHIBITION OF ADVERTISING

Unless specifically authorized by the management of Casinghini Energia srl, it is expressly forbidden to Supplier to make, in its own interest or in the interest of third parties, any advertising that refers to supplies made to Casinghini Energia srl or to existing commercial relationships with the same.

12 – COMPETENT COURT AND APPLICABLE LAW

In case of dispute between the parties the competent Court is the Tribunal of Bergamo and the applicable law is the Italian one.

13 – HETICAL CODE

By accepting the order, the Supplier declares that he accepts the Code of Ethics available on the Company's website in all its parts.