



ISO 9001 • ISO 14001 • ISO 45001

LL-C (Certification)



GAMBINI MECCANICA S.R.L.

Strada dei Cacciatori, 38 – 61122 PESARO (PU)

Tel. +39.0721.282667 r.a. – Fax +39.0721.281935

info@gambinimeccanica.it – www.gambinimeccanica.it

Codice Fiscale e Partita Iva 0093595 041 0 – R.E.A. 96559

Iscr. N. 0093595 041 0 Reg. Imprese di Pesaro-Urbino Cap. Soc. € 800.000,00 i.v

RETAIN THE AMOUNT OF ALL DOWN PAYMENTS RECEIVED UNTIL FULL PAYMENT OF THE AMOUNT DUE.

12) Retention of title

THE PRODUCTS SUPPLIED REMAIN THE PROPERTY OF GAMBINI MECCANICA UNTIL EFFECTIVE AND COMPLETE PAYMENT OF THE SAME IS RECEIVED BY GAMBINI MECCANICA. AS A CONSEQUENCE, THE CUSTOMER UNDERTAKES:

- A) TO MAKE GOOD USE OF THE PRODUCTS, ACCORDING TO THEIR DESTINATION;
- B) NOT TO TRANSFER TO THIRD PARTIES PROPERTY AND POSSESSION OF THEM, UNLESS EXPRESSLY AND PREVIOUSLY AUTHORIZED IN WRITING BY GAMBINI MECCANICA.

IN THE EVENT OF SEIZURE OF THE RESERVED GOODS BY THIRD PARTIES, THE CUSTOMER SHALL INFORM THE THIRD PARTY OF GAMBINI MECCANICA'S OWNERSHIP AND INFORM GAMBINI MECCANICA WITHOUT DELAY.

THE RETENTION OF TITLE SHALL, IN ADDITION, INCLUDE THE FOLLOWING:

- A) GAMBINI MECCANICA SHALL HAVE THE RIGHT TO ACCESS TO THE PREMISES WHERE THE RESERVED GOODS ARE HELD, RE-ENTER INTO POSSESSION OF THE RESERVED GOODS AND WITHHOLD THE INSTALMENTS ALREADY PAID BY THE CUSTOMER.
- B) THE EXERCISE BY GAMBINI MECCANICA OF ITS RIGHT TO RE-ENTER INTO POSSESSION OF THE RESERVED GOODS SHALL NOT CONSTITUTE, AND MAY NOT BE INTERPRETED AS, EITHER A CANCELLATION OR A TERMINATION OF THE SALES CONTRACT, EXCEPT IN THE CASE WHERE GAMBINI MECCANICA EXPRESSLY STATES ITS INTENTION TO CANCEL OR TERMINATE THE SALES CONTRACT.

13) Sales warranty and liability

Gambini Meccanica hereby guarantees that the products will be:



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(a) in compliance with the technical specifications contained in Gambini Meccanica's technical catalogue or in technical drawing used for the manufacturing of the products;

(b) free of all manufacturing defects of any origin whatsoever.

Gambini Meccanica guarantees that the products will only include new materials and articles recently manufactured and of good average quality.

Gambini Meccanica does not guarantee that the products match a specific application or that are fit for a specific purpose. It is the duty of the customer to test whether the product is fit for the purpose required. THE WARRANTY PERIOD UNDER STANDARD CONDITIONS OF USE AND STORAGE IS 12 (TWELVE) MONTHS FROM DELIVERY.

The customer shall examine the products and report in writing any patent damage, lack of conformity or defect (hereinafter "defect") within 8 (eight) days from delivery. Hidden defects must be reported in writing within 8 (eight) days from discovery and, in any event, within the warranty period. The report must contain a written description of the defect and photographs of the defect.

IN CASE THE CUSTOMER DOES NOT REPORT THE DEFECTS WITHIN THE TERMS DESCRIBED ABOVE, THE WARRANTY RIGHTS OF THE CUSTOMER SHALL BE TIME BARRED AND ANY AND ALL WARRANTY RIGHTS SHALL BE UNENFORCEABLE.

THE CLAIM OF ANY DEFECTS DOES NOT AUTHORIZE THE CUSTOMER TO SUSPEND PAYMENT OF THE INVOICE RELATED TO THE CLAIMED PRODUCTS OR TO OTHER SUPPLIES. THE CUSTOMER SHALL NOT RAISE DEMANDS, REQUESTS OR EXCEPTIONS TO GAMBINI MECCANICA UNTIL FULL PAYMENT OF THE SUM DUE AS CAPITAL, INTERESTS AND EXPENSES INCURRED IN CONNECTION WITH THE EXECUTED SUPPLIES.

ANY CLAIM RELATED TO THE PRODUCTS AND/OR TO THE DELIVERY OF THE SAME SHALL NOT, IN ANY EVENT, JUSTIFY SUSPENSION OR DELAY IN PAYMENT.

AT GAMBINI MECCANICA'S REQUEST, THE CUSTOMER SHALL DELIVER THE DEFECTIVE PRODUCT TO GAMBINI MECCANICA ACCORDING TO THE TERM DDP, SEAT OF GAMBINI MECCANICA, INCOTERMS 2010 ICC. NO RETURNS OF PRODUCTS ARE AUTHORIZED WITHOUT HAVING FIRST OBTAINED THE AUTHORIZATION FROM GAMBINI MECCANICA.



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GAMBINI MECCANICA HAS SOLE AUTHORITY TO JUDGE WHETHER OR NOT A PRODUCT CAN BE RETURNED. FAILING GAMBINI MECCANICA'S AUTHORIZATION, ANY PRODUCTS RETURNED WILL BE SENT BACK TO THE CUSTOMER AT THE CUSTOMER'S OWN EXPENSE.

GAMBINI MECCANICA'S WARRANTY IS LIMITED TO:

(A) REPLACEMENT OF (NOT INCLUDING THE COSTS TO UNINSTALL AND INSTALL) THE DEFECTIVE PRODUCT; OR AT GAMBINI MECCANICA DISCRETION

(B) REPAIR OF (NOT INCLUDING THE COSTS TO UNINSTALL AND INSTALL) THE DEFECTIVE PRODUCT.

Administrative expenses related to the costs to process compliance failures declared by the customer shall not be borne by Gambini Meccanica.

THIS WARRANTY DEFINES ALL WARRANTY RIGHTS OF THE CUSTOMER AND ANY OTHER RIGHT OR REMEDY IS EXPRESSLY EXCLUDED.

THIS WARRANTY IS IN LIEU OF ANY OTHER LEGAL WARRANTY, GUARANTEE OR LIABILITY. THEREFORE ANY OTHER GAMBINI MECCANICA'S LIABILITY (WHETHER CONTRACTUAL OR NON-CONTRACTUAL) WHICH MAY IN ANY WAY ARISE FROM OR IN RELATION WITH THE PRODUCTS (E.G. COMPENSATION OF DAMAGES, LOSS OF PROFIT, RECALL CAMPAIGNS, ETC.) IS EXPRESSLY EXCLUDED.

ANY CLAIM OR PROCEEDINGS IN RESPECT OF ANY DEFECTS OR BREACHES OF GUARANTEE MUST BE STARTED WITHIN 3 MONTHS AFTER THE EXPIRY OF WARRANTY PERIOD. AFTER THE AFORESAID PERIOD, THE CUSTOMER SHALL BE DEEMED TO HAVE WAIVED ITS WARRANTY RIGHT OR TO RIGHT TO CLAIM UNDER WARRANTY.

Gambini Meccanica shall in no event be held liable for loss or damage resulting totally or partially from the customer's negligence or any incorrect intervention/installation, abuse, incorrect use of any product by any person other than Gambini Meccanica. The same is true for any problem caused by events beyond Gambini Meccanica' control or by a force majeure event. In particular, the warranty shall not apply to products which defects are due to:

(a) damages caused during transport or damages due to improper storage, assembly and installation;



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(b) negligent use or misuse of the products;

(c) failure to comply with Gambini Meccanica's instructions on installation, operation, maintenance, and preservation of the products;

(d) repairs and/or modifications on the products by the customer or by third parties without prior written consent of Gambini Meccanica.

The customer agrees to keep a traceability record for the products delivered by Gambini Meccanica used in its production or assembly chains, those of its sub-contractors or its customers.

14) Limitation or exclusion of liability.

IN ANY CASE OF BREACH OF THE SALE CONTRACT (INCLUDING, BUT NOT LIMITED TO, DELAY IN DELIVERY, FAILURE TO SUPPLY, ANY DEFECTS OF THE PRODUCTS, ETC.), EXCEPT IN CASE OF WILLFUL WRONGDOING OR GROSS NEGLIGENCE:

(A) IN NO EVENT WILL GAMBINI MECCANICA BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT AND/OR CONSEQUENTIAL DAMAGES (INCLUDING, AMONG OTHERS, OPERATING LOSS, LOSS OF GOODWILL, SUSPENSION OF ACTIVITIES, ETC.);

(B) FOR ANY DIRECT DAMAGES, GAMBINI MECCANICA'S LIABILITY SHALL BE DEEMED AS EXPRESSLY LIMITED TO THE PRICE OF THE PRODUCTS WHICH DELIVERY IS DELAYED, WHICH SUPPLY IS FAILED, WHICH CONTAIN DEFECTS, ETC.

15) Hygiene, Environment, Safety

Each Party hereby agrees to apply the legal and regulatory provisions in force applicable to health, safety, hygiene and the protection of the environment.

The customer agrees to comply with the provisions contained in Convention C182 of the International Labour Organization.



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16) Import - Export Regulations

Certain products are subject to foreign, European or national regulations applicable to import and export. The customer agrees to supply Gambini Meccanica with all documents requested by the competent authorities, to inform Gambini Meccanica regarding special certifications and/or specific regulations needed for the import of the products and assist Gambini Meccanica in order to obtain the export documents required. Gambini Meccanica may not be held liable in the event an export license is not granted or is subsequently withdrawn.

The customer agrees not to export the products delivered by Gambini Meccanica to a country which is on the list of countries placed under embargo by the American and/or European authorities.

17) Supply Chain Security

Company Gambini Meccanica Srl, in observance with the customs legislation about the Authorized Economical Operator (AEO), requests security standards to his commercial partners, in order to guarantee the security of goods as regards to their part in the supply chain, limited to the goods under their custody and to the plants they manage. Goods which are produced, stored, shipped or transported from the commercial partner, by order of Gambini Meccanica Srl, delivered or taken over, have to be produced, stored, prepared and loaded in secure commercial buildings and in safe loading and shipping zones; they should be protected against unauthorized tampering even during the production. Furthermore, the commercial partner, even through reliable staff, has to correctly evaluate the risks arising from: smuggling of illegal goods, products contamination, tampering of goods to be exported and unauthorized access.

18) Applicable law and Jurisdiction

THESE SALE CONDITIONS AND ALL ORDERS, CONFIRMATIONS AND SALE CONTRACTS ARE GOVERNED BY THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALES OF GOODS (VIENNA CONVENTION 1980) AND, WITH RESPECT TO MATTERS NOT COVERED BY SUCH CONVENTION, BY THE LAWS OF ITALY.



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IN CASE OF DISPUTE ABOUT THESE SALE CONDITIONS AND/OR ALL ORDERS, CONFIRMATIONS AND/OR SALE CONTRACTS, GAMBINI MECCANICA HAS THE RIGHT TO DECIDE WHETHER TO START ARBITRATION OR TO SUE THE CUSTOMER IN THE COURTS OF ITALY OR IN THE COURTS WHERE THE CUSTOMER HAS ITS DOMICILE OR SEAT.

IN CASE GAMBINI MECCANICA DECIDES TO START ARBITRATION, THE DISPUTE SHALL BE RESOLVED BY A SINGLE ARBITRATOR IN ACCORDANCE WITH THE RULES OF THE CHAMBER OF NATIONAL AND INTERNATIONAL ARBITRATION OF MILAN AND THE ITALIAN ARBITRATION LAW. THE SEAT OF ARBITRATION SHALL BE PESARO (ITALY) AND ANY HEARING SHALL BE HELD IN PESARO (ITALY). THE LANGUAGE TO BE USED IN THE ARBITRAL PROCEEDINGS SHALL BE ITALIAN.

ALTERNATIVELY TO ARBITRATION, GAMBINI MECCANICA, AT ITS DISCRETION, HAS THE RIGHT TO SUE THE CUSTOMER IN THE COURTS OF ITALY OR IN THE COURTS WHERE THE CUSTOMER HAS ITS DOMICILE OR SEAT.

THE CUSTOMER CAN ONLY SUE GAMBINI MECCANICA IN THE COURTS WHERE GAMBINI MECCANICA HAS ITS SEAT.

19) Validity of the present general sale conditions

The customer is deemed to be a well-informed business professional who is familiar with these sale conditions. These present sale conditions cancel and substitute any contrary previous documents or conditions.

Unless expressly agreed otherwise, all the sales are exclusively governed by these conditions of sale with express exclusion of customer's conditions of purchase and, more generally, of all other provisions non compatible, in whole or in part, directly or indirectly, being represented in its own documents however they may be.