



---

# General Sales Conditions

## 1 – Preamble

1.1 These General Sales Conditions (G.S.C.) rule the terms and conditions for sales of the products marketed (Produced) by Vega Srl with registered office in 21053 Castellanza (VA) – Via De Gasperi n. 16, tax code and VAT registration No. 01758600124, hereinafter defined “Vega”, and any other Company (both in Italy and abroad), and hereinafter called “Customer”, purchasing any of Vega products.

1.2 These conditions may be modified at any moment; the date when they become effective is their online publication date; in any case, the General Sales Conditions applicable shall be those enclosed to the order confirmation.

1.3 Vega shall not be bound (except in case it gives its previous written consent) to the General Sales Conditions of any Customer. This is valid even if such Conditions are contained (or referred to) in the purchase order, or in any other documentation from the Customer. Customer General Sales Conditions cannot be considered accepted by Vega through ‘implied consent’, being agreed that a prior written consent by Vega is required.

1.4 Customer acceptance of Order Confirmation implies the acceptance of these Conditions, which will be enclosed to it.

## 2 – Privacy Policy as per article.13 D.Lgs. 30.6.2003 n.196

According to Article 13 of the Italian D.Lgs. 196/03, Vega Srl with registered office in 21053 Castellanza (VA) – Via De Gasperi n. 16, in charge of personal data handling, informs that the data obtained will be treated electronically either directly and / or by means of third parties appointed, for processing the orders and related objectives. They will also be used for statistics and promotional plus marketing purposes. Data are conferred to Vega on a voluntary basis. Such data are however necessary for completing the assignment required by the party concerned, and without them no activity can be performed in behalf of the inquirer. Furthermore, conferring such data will allow Vega to send new commercial proposals.

Data access is allowed only to subjects acting in Vega offices, specifically appointed both to the tasks mentioned above, and to the sales of products, orders execution, and accounting. Furthermore, as provided by the D. Lgs. 196/03, each subject involved may, at any moment, ask Vega Srl (in writing) if his data exist, and ask for their modification or deletion.

## 3 - Object of the contract

3.1 These general sales conditions are published on the website [www.vegacylinder.com](http://www.vegacylinder.com), in order to be always accessible, and will be sent to the Customer as an enclosure to all our mails for both quotation and order confirmation. For that, they are assumed to be approved as per the articles 1341 and 1342 of the Italian Civil Code, and are substantial and integrating part of all the sales contract, as regards the movables produced and / or marketed by Vega and in part shown and put on sale in the website [www.vegacylinder.com](http://www.vegacylinder.com).

We specify that the official language of these G.S.C. is the Italian, and that for Customers convenience, a copy in English language has been prepared. It can be found in the aforementioned website.



## 4 – Conclusion of the contract

4.1 Orders are accepted both in writing and orally.

4.2 The sale will be considered concluded when Vega sends the Customer its Order Confirmation.

4.3 The Order Confirmation includes Customer's name, order data, the price of the purchased goods, transport conditions, delivery time (which will be, however, merely indicative), and the delivery address.

4.4 Customer engages to verify that all the data in our Order confirmation are correct and to promptly report possible correction within max 1 working day (for orders defined as 'urgent') and within max 2 working days (for all the others), starting from the receipt of Order Confirmation. Otherwise, the Order Confirmation and the G.S.C. will be both deemed as approved.

## 5 – Price

5.1 The sale price is obtained out of Vega pricelist, prices are in Euros and VAT is not included. All taxes, fiscal imposition and/or custom duties, and all kind of fiscal charges( such as, but not limited to, import duties, excises and similar) are not included in prices and are at Customer's charge.

5.2 Method of payment is defined both in the quotation and order confirmation.

5.3 Vega has the right to change, at any moment, the pricelist and or specific prices. Of course, all the orders already registered in Vega managing system at the moment of the change, will not be affected. In any case, the price listed in our Order Confirmation will be the valid one.

## 6 – Responsibility

6.1 Our products are made in compliance with the legislation and with the technical norms in effect in Italy. Consequently, the customer takes on the responsibility of verifying any possible difference between the Italian norms and those in force in the country where the product is to be shipped to or to be used, keeping Vega free of liability.

6.2 We guarantee the optimal performance of all of our own products only for uses, destinations, applications, tolerances, etc. expressly indicated.

6.3 Our responsibility towards the customer -whether because of breach of contract, warranty, tort or delict, or because of objective responsibility, be it extra-contractual and/or as compensation, according to the law and/or the present terms and/or the contract- will never on the whole exceed the value of the product to which our responsibility is related.

6.4 Still subject to the limits set out in the article 1229 of the Italian Civil Code, Vega cannot be held liable for missed earnings, loss of profit, loss of sales volume, loss of contract, or for the lack of use or technical stoppage of the product or any other machine related to the product. Also, Vega cannot be held liable for the customer's (or any other third party) complaints concerning the damages mentioned above or any other damage, even if it is indirect or consequential.

6.5 Still subject to the limits set out in the article 1229 of the Italian Civil Code, Vega cannot be held responsible for the possible damages caused by the delayed or missed shipment of the product. Also, Vega cannot be obliged to refund the customer for the possible damages the customer has to refund others.

6.6 In case of interpretative conflict, the regulations laid out in this article are to be regarded as prevailing over any other possible opposite regulation that may be found in the Terms and/or in the contract.



## 7 – Warranty

**7.1** Vega guarantees that the goods object of this sale contract are free from flaws, as required by Law (see art.1490 and following, Italian civil code) for the period of one year since the dispatch.

**7.2** the Customer is bound to report in writing to Vega the presence of any defects or flaws within 8 (eight) days from goods receipt in case of evident defects. In case of concealed defects or flaws, the 8 (eight) days begin when such defects or flaws have been discovered.

**7.3** Vega will not be held responsible in case of flaws caused by the Customer because of negligence in the use or repairs and or replacements and or addition / removal of single pieces of components, and in general of maintenance operations performed by any subject except the Seller and / or not appointed by this latter, or by any occurrence which is independent from the Seller's deeds.

**7.4** Vega will not give any warranty on the compatibility of the products marketed by them with other products or devices used by the Customer.

**7.5** the replacement and or repair of defective or non-working products must be asked in writing to Vega.

**7.6** in case that operating defects are noticed at receipt from the Customer, Vega will replace or repair the defective products and / or their individual components. In case repair or replacement for the products or its individual components are impossible or too expensive, or even if there is no availability of the product to replace, Vega will issue a credit note in behalf of the Customer, for the amount previously invoiced.

**7.7** all transport expenses for the return of the non-operating products will be at Customer's charge.

**7.8** Warranty will not be applicable in the following cases:

- Indirect damages and/or damages from transport;
- Damages due to improper storage and stockage;
- Defects caused by any type of poor cleanliness;
- Non observance of the maintenance rules (see the 'Directions for use and maintenance of hydraulic cylinders').
- Parts subject to wear and tear (seals, wear rings, rod surface and similar). It's worth noting that, in normal operating conditions, such items are not subject to noticeable wear after the warranty period. On the contrary, premature wear, as a rule, come from problems with cleanliness or with the application.
- Plastic parts (e.g. sensor components);
- Disassembly, repair or handling non performed by personnel authorized to do so in writing by Vega;
- Corrosion, fire or effect of water;
- When there are external electrical noise, surge, atmospheric electric discharges or else; -Improper use of the Products by the Customer or any other subject.

**7.10** The Customer is to inform Vega about which product they are asking warranty support for, and they must include the invoice and shipping bill data and why they are asking for assistance, and provide Vega with an actual delivery address and the name of the person to be contacted by Vega.

**7.11** If data and information requested in Clause 7.10 are missing, Vega will not be able to offer any kind of warranty support. Warranty is also not available for all the Customers not up to date with their payments.

**7.12** The Customer must agree with Vega about the delivery of the goods they have asked warranty support for. Vega will not take responsibility for any product without first agreeing on delivery terms, which would make the warranty ineffective.



**7.13** The Customer is to make sure that all the goods are wrapped and packed according to the standard procedure for goods of the same kind or, if such a procedure is lacking, in such a way to keep and preserve all the goods until they are delivered back to Vega.

**7.14** Products delivered back to Vega, according to Clauses 7.10-7.13, will be examined by Vega in order to verify if they are still inside the warranty and, if they are, to offer suitable technical solutions at the incontestable discretion of Vega and communicated to the Customer.

**7.15** The Customer is to inform Vega about their decision in relation to the technical solutions proposed, within 3 days after receiving communication by Vega (as expected in the previous Clause 7.14). If after 15 days the Customer has not yet replied, or if the Customer rejects the suggested solutions, Vega will have the right to dispose of all the delivered material (at the expense of the Customer and with fees to be paid by them, without being acknowledged any right). Alternatively, Vega will send back the product to the Customer (still at the expense of the Customer and with fees to be paid by them).

**7.16** The fact that the products are within warranty does not mean, not even implicitly, that Vega acknowledges any fault and/or defect in the making of such products, and it does not mean that Vega is to refund the Customer.

**7.17** Issues arising about the warranty do not give the Customer the right to stop paying or to eschew contractual obligations.

## 8 – Technical Information

**8.1** Technical information regarding the goods produced and or marketed by Vega, are on the website [www.vegacylinder.com](http://www.vegacylinder.com) which includes the catalogue in the current version. In the same website can also be found the 'Directions for use and maintenance of hydraulic cylinders'. They can also be found in each package of cylinders delivered, and include:

- Conventions, symbols, regulations and general notes
- Directions for transport and stockage
- Notes on safety, for installation and connections / wiring
- Maintenance (Preliminary controls and routine maintenance; Repairs)
- User's responsibility on Safety matters

Other data sheets, documents and directions (which are enclosed to each delivery of the corresponding Products) can be found as well on the website [www.vegacylinder.com](http://www.vegacylinder.com).

All the documents supplied by Vega (enclosed to the products or reported on the website), let the Customer accomplish with his obligations as regards the Machinery Directive in the current version.

## 9 – Delivery Terms

**9.1** Vega, except possible different agreements in writing between the parties, will deliver the products ex works its premises. If required, it will take care of the transport, at Customer's risk, cost and expenses, as stated in the Order Confirmation.

**9.2** In any case, the obligation of delivery of Vega is considered fulfilled when the goods are handed over to the carrier and / or forwarder.



9.3 Delivery is scheduled within the term written in the Order Confirmation. Such term is approximate and non-essential as per the article 1457 of Italian the civil code and, in any case, it does not include the time required for transport.

9.4 Vega will not be held responsible of the delay and / or non-delivery caused by reasons not imputable to it, such as, merely as examples and without exhaustivity:

- a) inadequate or inexact technical data, or delays from the Customer in conveying the information and / or the data required for dispatching the products;
- b) troubles in supplying raw materials;
- c) problems connected to production or to orders planning;
- d) total or partial strikes, electrical cut-offs, natural disasters, measures enforced by Public Authorities, transport troubles, force majeure, riots, terrorist attacks, and all other force majeure;
- e) delays by the carrier.

If any one or more of the abovementioned facts happens, Customer will have no right to any kind of reimbursement due to damages and / or to any possible compensation.

## 10 – Transport

10.1 Transport will be at Customer's cost and at its risk.

10.2 In case Vega takes care of the transport, it will choose the carrier which it will deem more suitable.

## 11 – Payments

11.1 Payment terms are written in Order Confirmation.

11.2 Failure to pay the price in the term agreed, allows Vega to ask for the payment of the interests elapsed at the rate established by the Italian Legislative Decree n.231/2002.

11.3 In case of sale with split deliveries, the missing or delayed payment due on the terms agreed, allows Vega not to proceed with further deliveries and to terminate each single sale.

11.4 Termination of products delivery, or termination of the sale, will not allow the Customer to receive any damage reimbursement.

11.5 Failure to pay the price or an instalment of it, may involve the termination of the contract; in this case Vega has the right to the return of the goods and to withhold what possibly paid by the buyer as a compensation, besides the reimbursement of the damage suffered.

11.6 Any claim referring to the products and / or the delivery, cannot, in any way, justify suspension or delay in payment.

## 12 – Order termination and rejected deliveries

12.1 Customer may request the partial or total cancellation of a purchase order, notifying Vega in writing within 1 (one) working day for urgent orders and 2 (two) working days in all the other cases, from the receipt of order confirmation. In any case, cancellations and modifications must be requested before the execution of the order by Vega, otherwise the Customer is obliged to pay Vega the amount agreed, in compensation for the damage.



12.2 Any non-conformance of the product delivered to the Customer as to type and quantity reported in the order, must be notified in writing to Vega within 5 (five) days from the receipt of the goods. If the notification is not made within the term written above, the product delivered will be considered conform.

12.3 In case the goods are rejected, all transport costs will be entirely at Customer's charge.

### 13 – Commercial returns

13.1 In case the commercial agreement foresees that the goods previously purchased can be returned, transport expenses for returning the products will be at exclusive Customer's charge.

13.2 The products shall be returned to Vega in their original packaging, integral and in the same supply conditions.

13.3 Such returns will be accepted by Vega only if the product returned has not been used and is in good conditions. In this case, Vega will return to the Customer what this latter possibly paid, as regards the goods, but excluding the accessory services.

### 15 – Litigations

15.1 Any and all disputes, controversies and claims arising out of or relating to these Sales Conditions, and generally to the purchase of Vega products, and concerning the respective rights and obligations, including but not limited to validity, interpretation and performance, shall be submitted to the exclusive jurisdiction of the Court of Busto Arsizio (Va), Italy.

15.2 For anything not defined in these conditions, all the Provisions of the Italian Law and its Civil Code are valid.