EMAG Maschinenfabrik GmbH
Austraße 24
D-73084 Salach - Deutschland
Telefon: +49(0)7162/17-0
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E-Mail: info@emag.com
Internet: www.emag.com

EMAG Maschinenfabrik GmbH - Postfach 1152/62 - D-73080 Salach - Deutschland

Destinatario merce

MAGNA PT SpA
a socio unico
Via dei Ciclamini 4
70026 MODUGNO BA
ITALIEN

Committente

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a socio unico
Via dei Ciclamini 4
70026 MODUGNO BA
ITALIEN

1 kt, 60x12x12 cm

D.D.T.

Nr. / data di DDT	**80713517** / 10.11.2022
Nr. commessa	50307651
Nr. Conf. Ordine	35256222
cliente / Partita IVA	10000530 / IT04886850728
Nr. ordine cliente	4500648584
Data ordine cliente	09.11.2022
Codice fornitore	
Referente	Fusello Claudia
Telefono	
Fax	
E-mail	cfusello@emag.com
Incoterms	EXW Eislingen Ex Works
Spedizione	**di Suo corriere**
Lettera di vettura	DHL-5840514643
Nr. colli	1
Peso totale	0,500 KG
creato da:	10.11.2022 / 00:00:00
Data/Ora inizio Transporto:	0000

Ord.-/Cons-/Princ.Pos		Nr. / Descrizione		Quantita	Peso Lordo
10	10	**3010931**		1 PZ	0,200 KG
		Spazzola 26x 6x 540			
		Codice merceologico	96035000		
		Paese di origine	DE Germany		
		Numero pezzo:	3010931-0000		
		Contab. Ordine:	50299765		

30809

-- Posizioni di fornitura - Fine--

5012330 85P

MAGNA
Cod.For. 940/1530
23 NOV. 2022
"Ricevuto con riserva e verifica"
Firma Leggibile

Managing Directors:
Dr. Guido Hegener, Dr. Mathias Klein,
Michael Lanik, Sven Hartwich
Commercial Register Ulm: HRB 533796
Tax-No.: 63002/12866 FA Göppingen
VAT-No.: DE 813 898 840

Bank accounts:
UniCredit Bank AG / Hypovereinsbank Stuttgart - IBAN DE02 6002 0290 0322 6388 17 - BIC HYVEDEMM473
Commerzbank AG Tübingen - IBAN DE09 6414 0036 0890 9103 00 - BIC COBADEFF641
Kreissparkasse Göppingen - IBAN DE96 6105 0000 0015 5885 93 - BIC GOPSDE6GXXX
Bayerische Landesbank München - IBAN DE59 7005 0000 0004 2569 67 - BIC BYLADEMMXXX

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Extended General Terms and Conditions for Service and Spare Parts Business (as of 2022)

EMAG only supplies commercial customers in the After Sales/Service area. There is no statutory right of return for commercial customers. As a gesture of goodwill, we offer you an expressly limited right of return under the following conditions:

1. Returns without a return slip will not be accepted.
A return slip is enclosed with every material delivery. If this is not provided in an individual case, please request it from your EMAG contact before making the return.
The following minimum information is required for proper processing:
- Reason for the return
- Condition of the part
- Job, order, delivery note, or invoice no. (specify at least one)
- Contact in your organization (name/telephone number/e-mail address)

2. Goods that are returned later than 2 weeks and/or parts/custom-made products that come into contact with the workpiece, goods with opened original packaging and parts with a goods value of less than EUR 60 per item cannot be taken back and will be returned at your expense. The above period refers to the date of receipt of the goods at your premises according to the delivery note and the date of issue of the goods at your premises according to the shipping documents for the return.

3. Technical aids required for provision of the services specified in the Service Agreement and which are sent to the place of performance must be returned to the Contractor, Incoterm CIP (2020), within 14 days of completion of work.
In case of loss of or damage to technical aids caused by the Customer or third parties, or in the event that technical aids need to remain at the Customers premises for an extended period for the purposes of future work, the Customer shall be charged the replacement value of such technical aids.

4. All lifting equipment/industrial trucks that our technicians need for work at the Customers premises will be provided by the Customer.

5. For the restocking of returned spare parts, we charge a restocking fee of 20% of the sales price, max. EUR 500 per item, plus statutory sales tax. The return delivery must be made to us at your expense and risk (carriage paid, insured, duty paid to the Contractors storage location - Incoterms 2020 DDP).

6. Incorrect deliveries for which we are responsible will be taken back without charging a restocking fee and return delivery costs. In this case, we specify both the transport route and the means of transport. The same applies if, in the case of a justified notice of defects, the conditions for the Customer to withdraw from the purchase contract are met, which is usually the case only after the subsequent performance has failed.

7. Goods marked as replacement parts must be returned to us by the Customer within 2 weeks after completion of the repair at their own expense and risk (carriage paid, insured, duty paid to the Contractors storage location - Incoterms 2020 DDP). In this case, no restocking fee will be charged for the return of replacement parts.

8. Handling of repairs (customer property)
a) Returns for repairs must be reported to your EMAG contact in advance.
b) You will receive a return slip that you enclose with your delivery.
c) You will receive a cost estimate for the scope of the repair/inspection costs.

9. Replacement part processing generally presupposes that we receive a repairable defective part. For tax reasons (ban on offsetting),

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we are required to charge the spare part price when delivering a replacement part. For the reasons mentioned, we will send you an invoice for the price of the spare part when delivering a replacement part and also a note about the difference from the spare part price for each item (replacement part). After receipt of the return, a corresponding credit note will be issued within 2 weeks of receipt of the returned goods if this part is classified as repairable upon acceptance. If this is not possible or does not take place on time, we will inform you of this and the invoice for the price of the spare part will automatically become due according to the payment terms. If your returned defective part can then no longer be repaired in the repair process, an additional charge will be made at the spare part price, provided that the original invoice for the difference has already been credited.

10. As agreed, the spare parts supplied by EMAG are only suitable and designed for the intended function in the respective EMAG machines. Any other use of the spare parts or spare parts assemblies is not permitted and is not covered by EMAG's liability. In the case of delivery of spare parts for the customer to install themselves, EMAG is not liable for incorrect installation. The Customer undertakes to have assembly carried out exclusively by qualified personnel and to observe the applicable safety regulations. In addition, the General Terms and Conditions of Delivery Domestic of EMAG apply.

11. General special expenses, travel costs, and hours depend on the situation and can only be submitted after our employees have returned. Expenses for long-distance calls will be charged separately.
The service costs will be calculated after the service has been completed. In the case of longer assembly periods, monthly interim billing will be carried out.
If personnel from third-party companies are used, we will invoice you accordingly.
Material and services from third-party companies will be charged with a processing surcharge of 15%.
The rates shown are net amounts and do not include VAT; input tax relief is taken into account.
If the tariffs or tax guidelines change, the applicable rates will be adjusted.
Terms of payment: Payable immediately upon receipt of the invoice without deduction. Offsetting or offsetting with services from our mutual terms and conditions are excluded.
The provision of our employees is based on the assembly conditions VDW 502 A.
At least one full working hour will be charged per order for the technical preparations for the assignment.
A small parts flat rate of EUR 50 will be charged for consumables and small items for each order.
The warranty period for defects after delivery of spare parts is 12 months. Wear parts are excluded from this. Special replacement parts with a specific deadline will be explicitly shown.
Within the warranty period for spare parts, spare parts (carriage forward, duty unpaid, untaxed) will be provided free of charge.
Personnel costs will be calculated according to the above rates.
The place of jurisdiction is the registered office of the national company responsible for the respective Customer. The substantive law of the respective place of jurisdiction applies.

12. In addition to the provisions of this offer, the applicable General Shipping Terms and Conditions of the EMAG Group shall apply in their latest applicable version, which are available on the website at www.emag.com and which will be sent to the Customer by the Contractor upon request. The "General Shipping Terms and Conditions Domestic" shall apply to customers with a registered office in Germany; in all other cases, the "General Shipping Terms and Conditions International Business" shall apply.

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