



EMAG Maschinenfabrik GmbH

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

**Destinatario merce**

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

**Committente**

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

**D.D.T.**

Nr. / data di DDT



80761458 14.02.2024

Nr. commessa  
Nr. Conf. Ordine  
cliente / Partita IVA  
Nr. ordine cliente  
Data ordine cliente  
Codice fornitore  
Referente  
Telefono  
Fax  
E-mail  
Incoterms

50336044  
35281256  
10000530 / IT04886850728  
4500679379  
22.01.2024

Degiacomi Valentina

vdegiacomi@emag.com  
EXW Eislingen  
Ex Works

Spedizione  
Lettera di vettura  
Nr. colli  
Peso totale  
Data/Ora inizio  
Transporto:

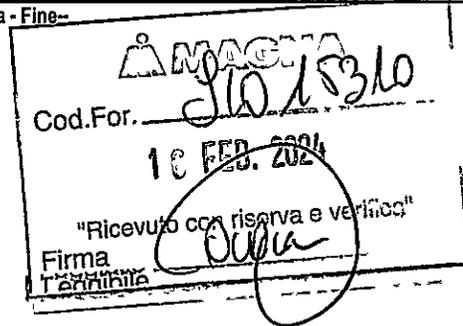
Standard  
UPS-1Z1013F36894092457  
1  
0,300 KG  
0000

1x Karton / 25x19x12cm 0,3KG

Ord./Cons./Princ.Pos	Nr. / Descrizione	Quantita	Peso forn. / Peso Lordo
10 10	<b>2839512</b> <b>Asta valvola 15x 47</b> Codice merceologico Paese di origine Numero pezzo: Contab. Ordine:	1 PZ	0,040 KG 0,040 KG
	84669360 DE Germany 04.207.0007.0100 50284791		

31465

-- Posizioni di fornitura - Fine--



5013269849

Managing Directors:  
Dr. Mathias Klein, Michael Lanik,  
Sven Hartwich, Markus Clement  
Commercial Register Ulm: HRB 533796  
Tax-No.: 63002/12856 FA Göppingen  
VAT-No.: DE 813 898 840

Bank accounts:  
Commerzbank AG Tübingen - IBAN DE09 6414 0036 0890 9103 00 - BIC COBADEFF641  
Kreissparkasse Göppingen - IBAN DE96 6105 0000 0015 5885 93 - BIC GOPSDE33XXX  
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## Extended General Terms and Conditions for Service and Spare Parts Business (as of 2024)

EMAG is not obliged to check the condition of the safety systems of the respective machine(s) before any maintenance or repairs are carried out. For the deployment of its employees, EMAG requires that the safety systems at least correspond to the standard that existed at the time of delivery (CE). If the customer has made changes to or in connection with the safety systems, they are obliged to notify the EMAG employee assigned to carry out work on the machine or EMAG of such changes at least two days before work begins. Safety inspections for functionality (e.g., emergency stop switches, protective screens, and light curtains) by EMAG employees are carried out solely in accordance with manufacturer specifications. EMAG is not obliged to check the ongoing conformity of the machine(s) according to the latest applicable regulations.

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 Customer's 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 Customer's 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 Contractor's 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

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expense and risk (carriage paid, insured, duty paid to the Contractor's 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), 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](http://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

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Germany; in all other cases, the "General Shipping Terms and Conditions - International Business" shall apply.