EMAG MILANO Srl

Via dei Mille 31
20098 San Giuliano Milanese · Italia
Tel.: +39 02 905942-1
Fax: +39 02 905942-24
E-mail: info.milano@emag.com
Internet: www.emag.com

D.D.T.

Nr. / data di DDT 8002447 08.01.2025 /

Nr. commessa	**50353461**
Nr. Conf. Ordine	35296507
cliente / Partita IVA	10000530 / IT04886850728
Nr. ordine cliente	4500700324
Data ordine cliente	03.12.2024
Codice fornitore	
Referente	Padovani Liana
Telefono	02/90594262
E-mail	lpadovani@emag.com
Incoterms	EXW San Giuliano Milanese Ex Works
Spedizione	di Suo corriere
Lettera di vettura	DHL
Nr. colli	1
Peso totale	20 KG
Data/Ora inizio Transporto:	_____/_____

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

Committente

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

Aspetto dei Beni	Causale Trasporto	Trasporto a Cura
CARTOON BOX	VENDITA	VETTORE

Ord.-/Cons-/Princ.Pos		Nr. / Descrizione	Quantita	Peso forn. / Peso Lordo	
10	10	**20930737** **Anello d'appoggio** Numero pezzo: 20930737-0000 DRA 300116	2 PZ	3,500 KG	7,000 KG
20	20	**20930739** **Perno di arresto** Numero pezzo: 20930739-0000 DRA 300123	6 PZ	0,500 KG	3,000 KG

471848

-- Posizioni di fornitura - Fine--

Firma del Conducente	Firma del Destinatario MAGNA Cod.Fornitore 900 15316 17 GEN. 2025 "Ricevuto con riserve e verifica" Firma Timbro	
Firma del Vettore	Nota di deviazione	

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Società soggetta a direzione e coordinamento della EMAG Systems GmbH

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In addition to EMAG Group's General Terms and Conditions, the following Special Terms and Conditions (as at August 2024) apply to the After Sales/Service business, with the former applying subsidiary to the latter:

1. Services

1.1. Customer services

- 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 revisions 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 revisions 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 neither obliged to check that the machine(s) continue to conform with currently applicable regulations, nor to inform the Customer of any risks or measures which may result from a revision to safety system requirements or other requirements for the machine in question between the time of its placement on the market and the time of the repair; the same applies to revisions made by the Customer to or in connection with the machine's safety systems after the machine undergoes initial start-up.
- The Customer must properly dismantle all machines before the start of work, and remove clamping devices and tools. Machines, including floor and work space, must also be thoroughly cleaned and free of grease and chips.
- All support services by the Customer must be provided by qualified personnel with the necessary knowledge and skills, in consultation with the Contractor.

1.2. Technical preparation/billing policies

- EMAG bills for preparation time for services for each order, alongside a small parts flat rate of EUR 50.00 for consumables and small items.
- General special expenses, travel costs, and hours depend on the situation and can only be submitted after our employees have returned. The service costs will be calculated after the service has been completed.
- For services provided over several weeks, monthly interim billing will be carried out.
- If third-party personnel are used, materials and services will be charged on to the Customer with a processing surcharge on top.

1.3. Technical aids

- Technical aids required for provision of the services must be returned to EMAG within 14 days of completion of work with Incoterm 2020 DDP. 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 tasks, the Customer shall be charged the replacement value of such technical aids.
- All lifting equipment and industrial trucks required for the provision of the services must be provided by the Customer.

2. Spare parts business

2.1. Spare parts deliveries

EMAG only supplies commercial customers in the After Sales/Service area. 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

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themselves, EMAG is not liable for incorrect assembly. The Customer undertakes to have assembly carried out exclusively by qualified personnel and to observe the applicable safety instructions.

2.2. Returns

There is no statutory right of return for commercial customers. As a gesture of goodwill, we offer an expressly limited right of return under the following conditions:

- 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 spare part
- Job, order, delivery note, or invoice no. (specify at least one), contact in your organization (name/telephone number/email address)
- 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 60.00 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.
- For the restocking of returned spare parts, we charge a restocking fee of 20% of the sales price, max. EUR 500.00 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 - Incoterm 2020 DDP).
- Incorrect deliveries for which EMAG is responsible will be taken back without charging restocking fees 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 subsequent performance has failed.

2.3. Handling of replacement parts/assemblies

- Goods marked as replacement parts must be returned to EMAG by the Customer within 2 weeks after completion of the repair at their own expense and risk (carriage paid, insured, duty paid) to the Contractor's storage location - Incoterm 2020 DDP).
- In this case, no restocking fee will be charged for the return of replacement parts.
- Replacement part processing generally presupposes that a repairable defective part is returned.
- For tax reasons (ban on offsetting), EMAG is required to charge the spare part price when delivering a replacement part. For the reasons mentioned, an invoice for the price of the spare part will be sent when delivering a replacement part and also a notice about the amount of 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 the 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.

2.4. Handling of repairs (customer property)

- Returns for repairs must be reported to your EMAG contact in advance.
- You will receive a return slip that you enclose with your delivery.
- You will receive a cost estimate for the scope of the repair/inspection costs.
- Inspection costs/diagnosis expenses incurred shall be invoiced separately, and shall be offset when an order is placed.

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3. General

3.1. Limitation of liability

The Contractor's liability is excluded regardless of legal basis. This shall not apply in the event of intent or gross negligence, in cases of injury to body, life, or health, or in cases of product liability or for claims grounded in mandatory statutory provisions. Except in cases of mandatory legal claims, the Contractor's liability is also limited to the amount of the relevant order.

3.2. Term of liability for defects

The term of liability for defects after delivery of spare parts is 12 months. Wearing parts are excluded from this. Special replacement parts with a specific deadline will be explicitly shown. Within the term of liability for defects for spare parts, such parts (carriage forward, duty unpaid, untaxed) will be provided free of charge.

3.3. Reservation of title

Ownership of the delivery object only passes to the buyer when all payments have been received in full. When an order is placed, an extended reservation of title according to Clause 48 of our General Shipping Terms and Conditions counts as agreed.

3.4. Terms of payment

Offsetting or offsetting with services from our mutual terms and conditions are excluded. The rates shown are net amounts, input tax relief is taken into account.

3.5. Art12g RU sanctions (no-Russia clause)

EMAG prohibits the re-export of any goods covered by the current version of Article 12g of Regulation (EU) 833/2014 to Russia or for use in Russia. EMAG is legally required to report any breach of this ban to the competent authorities immediately, and to take appropriate corrective actions in relation to the Customer. The Customer must take all possible steps to contractually ensure compliance with this ban and EMAG's rights in its relationship with third parties which may subsequently purchase, use, or possess the above goods, and must monitor this compliance and inform EMAG immediately of any violations of the ban. A breach of the above bans and/or orders shall be considered a breach of an important contractual provision by the Customer, and as such EMAG especially retains the right to review and terminate the whole business relationship, and to claim for compensation.

3.6. Place of jurisdiction

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.

3.7. Supplementary conditions

In addition to and subsidiary to the provisions of this offer, the applicable General Shipping Terms and Conditions of the EMAG Group shall apply in their latest applicable version. These Terms and Conditions are available on the website at www.emag.com and 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.

3.8. Severability

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If individual provisions are or become ineffective or invalid, this shall not affect the validity of the remaining provisions. The ineffective or invalid provisions shall be replaced by effective ones which approach as closely as possible the economic sense and purpose of the relevant provisions. Section 139 BGB (German Civil Code) is waived.

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