EMAG Maschinenfabrik GmbH

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E mail info@emag com
Internet www emag com

EMAG Maschinenfabrik GmbH Postfach 1152/62 73080 Salach Deutschland

D.D.T.

Destinatario merce

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

Nr / data di DDT **80808087 08 07 2025**

Nr commessa	**50364762**
Nr Conf Ordine	**35306318**
cliente / Partita IVA	10000530 / IT04886850728
Nr ordine cliente	5500041989
Data ordine cliente	27 08 2018
Codice fornitore	
Referente	Padovani Liana
Telefono	02/90594262
Fax	02/90594224
E mail	lpadovani@emag com
Incoterms	FCA Eislingen Free Carrier
Spedizione	**di Suo corriere**
Lettera di vettura	DHL 2046460345
Peso totale	0 232 KG
Data/Ora inizio Transporto	0000

Committente

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

1 Carton / 0 5kg / 25x19x12cm

Ord	/Cons	/Princ Pos	Nr / Descrizione	Quantita	Peso forn	/ Peso Lordo
10	10		**20585696**	2 PZ	0 116 KG	0 232 KG
			Inserto per il serraggio D50 150			
			Codice merceologico 84662098			
			Paese di origine DE Germany			
			Numero pezzo 20496095 0010			
			Contab Ordine 50284792			

Posizioni di fornitura Fine

EDI 50140 0 9 P 5 G

MAGNA

Cod For

15 LUG 2025

"Ricevuto con riserva e verifica"

Firma

Managing Directors
Dr Mathias Klein Sven Hartwich Markus Clement
Commercial Regist Ulm HRB 533796
Tax No 63083/68700
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 GOPSDE6GXXX
Bayerische Landesbank München IBAN DE59 7005 0000 0004 2569 67 BIC BYLADEMMXXX

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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 Russia Sanctions Art 12g of Regulaton (EU) 833/2014
Belarus Sanctions Art 8 of Regulation (EU) 765/2006

(1) The Importer/Buyer shall not sell export or re-export directly or indirectly to the Russian Federation or to Belarus or for use in the Russian Federation or in Belarus any goods supplied under or in connection with this Agreement that fall under the scope of (a) Article 12g of Council Regulation (EU) No 833/2014 and/or (b) Article 8 of the Council Regulation (EU) No 765/2006
(2) The Importer/Buyer shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain including by possible resellers
(3) The Importer/Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain including by possible resellers that would frustrate the purpose of paragraph (1)
(4) Any violation of paragraphs (1) (2) or (3) shall constitute a material breach of an essential element of this Agreement and EMAG shall be entitled to seek appropriate remedies including but not limited to (i) termination of this and any other affected Agreement, and (ii) a penalty of 10% (ten percent) of the total value of this and any other affected Agreement or of the price of the all affected goods and services ex ported, whichever is higher
(5) The Importer/Buyer shall immediately inform EMAG about any problems in applying paragraphs (1) (2) or (3) including any relevant activities by third parties that could frustrate the purpose of paragraph (1) The Importer/Buyer shall make available to EMAG information concerning compliance with the obligations under paragraph (1) (2) and (3) within two weeks of the simple request of such information

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

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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

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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