

GENERAL TERMS AND CONDITIONS OF SALE

AMSE S.r.l.

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These **General Terms and Conditions of Sale** (hereinafter “GTC”) exclusively govern the contractual relationship between **AMSE S.r.l.** (hereinafter “AMSE”) and the Customer regarding the sale of instruments, testing machines, accessories, spare parts, and technical services (hereinafter also “products and services”). These GTS prevail over any general terms and conditions of purchase or other forms provided by the Customer, the provisions of which are hereby deemed null and void. The GTS also apply to all sales concluded remotely and/or outside of business premises, pursuant to **Legislative Decree 206/2005** (Consumer Code), to the extent compatible. AMSE reserves the right to update these GTS at any time; the version applicable to the contract shall be the one in force and published at the time the Order Confirmation is sent.

1. DEFINITIONS

For the purposes of these terms and conditions, the following definitions apply:

AMSE: AMSE S.r.l., with its registered office in Turin, as identified above.

Customer: the natural or legal person who purchases products or services from AMSE.

Professionalist: a person acting in the course of their business.

Consumer: a natural person acting for non-professional purposes.

Products: testing machines, laboratory instruments, accessories, spare parts, or components supplied by AMSE.

Services: installation, training, technical support, maintenance, calibration, and other technical services.

Offer: the commercial document issued by AMSE.

Order Confirmation: the document by which AMSE accepts the Customer’s order.

2. CONCLUSION OF THE CONTRACT AND PREVALENCE OF THE GENERAL TERMS AND CONDITIONS

Offers made by AMSE do not constitute a contractual proposal and are to be considered non-binding. The sales contract is considered concluded only when AMSE sends the Customer its Order Confirmation. These GTC are deemed to be fully incorporated and constitute an integral and substantial part of AMSE’s Order Confirmation and the sales contract. Any verbal agreement or amendment to these GTC shall not be valid unless confirmed in writing by AMSE. Any general terms and conditions of purchase of the Customer shall not apply, even by tacit consent, unless expressly accepted in writing by AMSE and specifically referenced in the Order Confirmation.

AMSE reserves the sole and absolute right to refuse or cancel orders, even if already confirmed, in the event of the Product becoming unavailable, obvious material errors in prices or descriptions, or suspicion of fraud or insolvency on the part of the Customer, without this giving rise to any claims for compensation by the Customer.

3. PRICES

Unless otherwise specified in writing in the Order Confirmation:

- prices are expressed in Euros (€) and are always exclusive of VAT, taxes, duties, or other fiscal charges;
- costs for transportation, special packaging, installation, training, and other ancillary services are not included in the price of the Products and will be quoted separately;



- the prices indicated in the Offers or price lists may be subject to change without notice. Only the price indicated in AMSE's Order Confirmation shall be binding;
- Offers are valid only for the period specified therein, after which AMSE shall no longer be bound by the terms and conditions set forth therein.

4. TERMS OF PAYMENT – SUSPENSION OF DELIVERIES AND LATE PAYMENT INTEREST

Unless otherwise agreed in writing, payment must be made in accordance with the terms and deadlines specified in the Order Confirmation.

In the event of a delay in payment, even partial, AMSE shall be entitled, without the need for formal notice of default, to:

- immediately suspend any further supply of Products or provision of Services, even if related to other contracts with the same Customer;
- charge the Customer late payment interest pursuant to Legislative Decree 231/2002, effective from the payment due date, in addition to reimbursement of debt collection costs.

Products will be shipped only after receipt of full payment, unless otherwise agreed in writing.

The invoice will be issued upon receipt of payment; the Customer is solely responsible for the accuracy and completeness of the billing information provided

5. DELIVERY AND SHIPPING

Unless otherwise specified in writing, delivery of the Products shall be EXW (Ex Works) at AMSE's headquarters in Turin (Incoterms® 2020). All risks and costs related to transport, including loading, shipping, and insurance, shall be borne entirely by the Customer from the moment the goods are made available to the Customer at AMSE's warehouses.

Should the specific nature of the Product—in terms of goods, dimensions, weight, or particular logistical requirements—make it necessary, at AMSE's sole discretion, to use the Delivered at Place (DAP) term, AMSE reserves the right to apply the aforementioned DAP delivery at the Customer's premises, excluding direct pickup of the Product by the Customer or carriers appointed by the Customer, without the Customer being entitled to raise any objection in this regard.

The delivery dates indicated in the Order Confirmation are purely indicative and non-binding. AMSE shall not be held liable for delays due to force majeure, acts of third parties (including suppliers and carriers, customs authorities, or force majeure events), or any other event not directly attributable to willful misconduct or gross negligence on the part of AMSE.

Any additional costs arising from the Customer's failure to take delivery of the Products shall be borne exclusively by the Customer.

6. INSTALLATION AND COMMISSIONING

If installation is contractually required, it will be performed by AMSE personnel or authorized personnel; the Customer is required to prepare the installation site in accordance with the technical specifications and requirements (dimensional, electrical, environmental, safety, compressed air, data network) provided by AMSE.

The Customer is solely responsible for the proper preparation of the site in accordance with these instructions.

Any additional work, waiting time, or extra costs resulting from the site's non-compliance will be billed separately to the Customer.

The essential features/technical specifications are described in the product data sheets, to which reference is made.

The images are for illustrative purposes only and are not binding.

7. CUSTOMER ACCEPTANCE AND RESPONSIBILITY

The Customer is required to verify the integrity of the packaging and the correctness of the packages upon delivery by the carrier.

Any damage and/or missing items must be reported immediately in writing to the carrier on the carrier's shipping document and communicated to AMSE, under penalty of forfeiture, no later than 5 (five) business days from delivery. After delivery, the Customer assumes full responsibility for the safekeeping, handling, and integrity of the Product. Any damage caused by improper handling, inadequate storage, unauthorized installation attempts, or use of the Product prior to official commissioning by AMSE (or authorized) personnel will not be covered by the warranty and will be the sole responsibility of the Customer.

8. WARRANTY AND LIMITATION OF LIABILITY

Unless otherwise agreed in writing, AMSE warrants new Products manufactured by it against defects in materials or workmanship for a period of 12 (twelve) months from delivery. This warranty applies exclusively to the original Customer.

AMSE's obligation under this warranty is limited, at its sole discretion, to the free repair or replacement of parts recognized as defective, at its facility or through on-site technical service.

The warranty is excluded in the following cases:

- normal wear and tear, consumable materials;
- improper, negligent, or non-compliant use contrary to the instructions in the user manual;
- modifications, tampering, or technical interventions performed by personnel not authorized by AMSE;
- failure to perform or improper performance of routine and non-routine maintenance;
- use of components or spare parts that are not original or not approved by AMSE;
- damage caused by external events, accidents, or the Customer's negligence

The warranty is also excluded in the cases provided for by law pursuant to Article 1491 of the Italian Civil Code.

Any liability of AMSE for indirect, consequential, incidental, or special damages is expressly excluded, such as, by way of example and without limitation, damages resulting from machine downtime, loss of production, loss of data, loss of revenue, or loss of profit arising from the use or inability to use the machine or the products covered by this contract.

In any case, AMSE's total liability arising from the contract or the supply shall not exceed the value of the Product sold, calculated at the time the defect is reported and taking into account its condition of wear and maintenance.

9. LIMITATION OF LIABILITY FOR MEASURING INSTRUMENTS

The instruments supplied by AMSE are intended for testing, research, and quality control activities. AMSE does not guarantee that the measurement results obtained by the Customer are suitable for meeting specific regulatory or certification requirements, unless expressly stated.

AMSE's liability is limited to the instrument's compliance with the stated technical specifications.

The Customer is responsible for the correct setup of test methods, the validation of results, and the correct interpretation of data.

10. CALIBRATION AND METROLOGICAL VERIFICATION

Unless otherwise specified, instruments may be supplied with a factory certificate, a calibration certificate, or without any metrological certification.

Any ISO 17025 or equivalent certifications must be explicitly requested at the time of the quote.

The metrological validity of measurements over time depends on instrument usage, environmental conditions, and maintenance.

AMSE recommends periodic checks and annual calibrations.

11. INDUSTRY 4.0 AND REMOTE CONNECTIVITY

If the instrument is equipped with remote connectivity features or Industry 4.0 integration capabilities:

- the IT infrastructure is the Customer's responsibility;
- any network configurations must be performed by the Customer's IT department;



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- AMSE is not liable for incompatibilities with the Customer’s IT systems.

Any software configuration or integration with management systems is considered an additional service and will be billed separately according to the rates in effect at the time of the Order Confirmation.

12. TECHNICAL SUPPORT SERVICES

Technical support services may be provided on-site or remotely. These services are subject to technician availability and scheduling with the Customer. Any services not covered by the warranty will be billed according to the rates in effect at the time of the Order Confirmation.

13. SPARE PARTS

AMSE undertakes, to the extent possible—without this undertaking constituting a legally binding obligation or giving rise to any claim for compensation or damages—to ensure the availability of spare parts for an approximate period of 10 years from the date of delivery. Such availability is subject to the availability of components from the original manufacturers. Any obsolete components may be replaced with equivalents.

14. RETENTION OF TITLE

The Products remain the full and exclusive property of AMSE until the agreed price has been paid in full, pursuant to Article 1523 of the Civil Code.

15. INTELLECTUAL PROPERTY

All content (trademarks, text, images) is protected and owned by the seller or the respective rights holders. Any unauthorized reproduction is prohibited.

16. FORCE MAJEURE

AMSE shall not be liable for any failure or delay in the performance of its contractual obligations if such failure or delay is due to events of force majeure, including, but not limited to, wars, riots, embargoes, strikes, pandemics, supply chain disruptions, natural disasters, fires, or other events beyond AMSE’s reasonable control.

17. GOVERNING LAW AND JURISDICTION

This contract is governed exclusively by Italian law. Any dispute arising from this contract, its interpretation, performance, or termination shall be subject to the exclusive jurisdiction of the Court of Turin, to the express exclusion of any other concurrent or alternative court.

The Customer declares that they have read, understood, and accepted these general terms and conditions of sale in their entirety.

Date _____

Customer Stamp and Signature _____

Pursuant to Articles 1341 and 1342 of the Civil Code, the Customer hereby declares that he/she has carefully read and specifically agrees to the following terms:

Art. 2 (Conclusion of the Contract and Prevalence of the GTC); **Art. 3** (Prices); **Art. 4** (Terms of Payment – Suspension of Deliveries and Late Payment Interest); **Art. 5** (Delivery and Shipping); **Art. 6** (Installation and Commissioning); **Art. 7** (Acceptance and Customer Liability); **Art. 8** (Warranty and Limitation of



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Liability); **Art. 9** (Limitation of Liability for Measuring Instruments); **Art. 10** (Calibration and Metrological Verification); **Art. 11** (Industry 4.0 and Remote Connection); **Art. 12** (Technical Support Services); **Art. 13** (Spare Parts); **Art. 14** (Retention of Title); **Art. 15** (Intellectual Property); **Art. 16** (Force Majeure); **Art. 17** (Governing Law and Jurisdiction).

Date _____

Customer Stamp and Signature for Specific Approval _____