



WARRANTY AND GENERAL SALES CONDITIONS



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LIGHTING MADE IN ITALY



WARRANTY AND GENERAL SALES CONDITIONS

Art. 1. Products

- 1.1 SIDE S.p.A. reserves the right to make, at any time and without notice, changes in the construction of lighting fixtures and accessories.

Art. 2. Buyer's statements

- 2.1 For the purposes of the art. 25 of Italian Law 06-02-1996 No. 52 transposing EC Directive No. 93-1993, relating to unfair clauses, the buyer declares that he will purchase SIDE S.p.A. products acting exclusively for purposes that fall within his specific professional entrepreneurial activity and therefore declares to be aware of the products, services and prices offered at the time of delivery.

Art. 3. Delivery

- 3.1 The delivery time conventionally fixed is only indicative and starts, from the sending by SIDE S.p.A., of the order confirmation provided that the buyer has provided all the technical data and all the necessary documents, has fulfilled all contractual obligations and has paid any deposit requested. The delivery, as required by art. 13.1, is intended to be effected on the date of departure ex freight forwarder.
- 3.2 SIDE S.p.A. manufactures and supplies products to order without obligation to comply with strict delivery terms. The delivery terms agreed at the time of orders are purely indicative and any delays do not give the buyer the right to request cancellation, termination or termination of the contract, nor to refuse the goods, nor to claim compensation for damages, unless prior warning to fulfill the senses and for the effects of the 1454 c.c.
- 3.3 SIDE S.p.A. is released from any commitment and responsibility relating to the delivery term and reserves the right to terminate the contract, without recognizing any damage, compensation, compensation to the buyer, in the event of force majeure and events beyond the reasonable control of SIDE S.p.A. such as, but not limited to, lockouts, epidemics, wars, requisitions, fire, fire to equipment, acts of public enemies, sabotage, riots or civil riots, strikes, lockouts, labor disputes, reduction and/or total or partial interruption of the activity of SIDE S.p.A., embargoes or delays in transport, lack or shortage of materials, suppliers or equipment, defaults of suppliers, acts or regulations or provisions of any government, its branches or agencies. SIDE S.p.A. will inform the buyer of the facts and events listed above.

Art. 4. Challenges

- 4.1 The Court of Monza is exclusively competent to decide any dispute that may arise between the parties and in particular those relating to contractual negotiations, the conclusion, execution, interpretation, or termination of all contracts and the related guarantee.

Art. 5. Special executions

- 5.1 It is possible to obtain non-standard colors and special executions in some series of products. The price, the minimum quantities of the products and the delivery times will be agreed on request.

Art. 6. Guarantee

- 6.1 Each device is fully guaranteed for a period of 5 years starting from the date of delivery of the product.
- 6.2 All failures due to force majeure (lightning, fire, etc.) as well as all damage caused by improper use of the equipment are excluded from the warranty. Batteries and accumulators are also excluded from the warranty.
- 6.3 THE WARRANTY IS VOID IN THE EVENT OF TAMPERING WITH THE EQUIPMENT BY PERSONS OR TECHNICIANS NOT EXPRESSLY AUTHORIZED BY SIDE S.p.A.
- 6.4
- Maximum nighttime ambient temperature when the fitting is switched on not exceeding 50°C;
 - Minimum nighttime ambient temperature when the fitting is switched on not lower than -20°C;
 - Maximum daytime ambient temperature when the fitting is switched off not exceeding 60°C.
- 6.5 For the warranty extension to 5 years, send the purchase invoice copy within 20 working days of installation to the email: sales@sidespa.it and wait for the warranty extension documentation, with its file number.
- 5 YEARS WARRANTY:
- LED products;
 - Control systems;
 - Emergency lighting fixtures.
- WARRANTY 2 YEARS:
- Centralized emergency lighting systems.
- WARRANTY 1 YEARS:
- Non-LED products;
 - Spare parts.
- 6.6 SIDE S.P.A, as manufacturer, uses for its products only LED sources with low emission of UV and IR rays. SIDE S.P.A is not responsible for any alteration or damage to fabrics and in general for defects found on goods on display if the lighting calculation was NOT carried out by our qualified personnel - and/or an authorized studio - for the technical evaluation of the light beam and number of lighting fixtures to be installed. Furthermore, SIDE S.P.A is not responsible if the following parameters are not respected:
- Minimum distance of 1m between the lighting fixture and the enlightened product;
 - Limitation of fabric and/or other materials exposure time to artificial and natural light.

Art. 7. Offers

- 7.1 The price and characteristics of the products mentioned in the catalogues, prospectuses, advertising documents and expenses do not bind SIDE S.p.A., which reserves the right to make changes at any time. All offers are non-binding; the economic conditions applicable to the relationship will therefore be those resulting from the price lists of SIDE S.p.A. at the time of conclusion of the contract relating to the supply of goods to the buyer.
- 7.2 The offers, attachments, samples, technical drawings and descriptions remain the property of SIDE S.p.A., cannot be used by the potential buyer and must be immediately returned to SIDE S.p.A. in case of failure to stipulate the contract between the parties and/or assignment to another party other than SIDE S.p.A.
- 7.3 Since the characteristics of the products sold are constantly evolving and refining, they are likely to be modified or withdrawn from the market at any time and without notice.
- 7.4 The agents or persons in charge of SIDE S.p.A. do not have the power to bind the latter, unless expressly confirmed in writing.

Art. 8. Instructions

- 8.1 The buyer's orders must be made in writing and, in the case of a legal person, must be signed by a person authorized to commit the same. In any case, the existence of the subscriber's power of representation is presumed in favor of SIDE S.p.A.
- 8.2 Any telephone order must be confirmed in writing. Failing this, the order is deemed not to have been received.
- 8.3 SIDE S.p.A. reserves, in any case, the right to request, when ordering by the buyer, a deposit or full payment in advance of the supply.
- 8.4 The order confirmation must be made in writing and must be sent directly to SIDE S.p.A. In any case, the execution of the order by SIDE S.p.A. is equivalent, pursuant to art 1327 of the Italian Civil Code, to acceptance.
- 8.5 The order is assumed SUBJECT TO APPROVAL OF THE HOUSE and is irrevocably conferred for the duration one month from order date (art. 1329 C.C.), as well as with a request for execution without prior response (art. 1327 C.C.).
- 8.6 Orders for our products are always accepted at the prices and conditions of sale in force at the time of delivery of the goods. In the face of any changes in the price list and therefore in prices and conditions, the buyer will have the right to cancel the orders in progress by registered letter within 8 days of our communication of changes.
- 8.7 Orders, even if collected through our sales staff, are subject to acceptance by SIDE S.p.A., which can also be partial.

Art. 9. Payment

- 9.1 Payment must be made within the agreed term in the manner and by means indicated in the order and at the seller's domicile (SIDE S.p.A.) and this also in cases of delay in the arrival of the goods, or total or partial damage or losses occurred during transport, as well as in the event that the goods made available to the buyer by delivery to the shipper, are not withdrawn by the buyer himself.
- 9.2 Any acceptance, by the seller, of drafts or other commercial effects will be considered to have taken place with the clause "subject to successful completion".
- 9.3 On deferred payments, including bills of exchange, from SIDE S.p.A. previously accepted, interest is in any case due from the date of the invoice, according to the rate applied by the banks on current account overdrafts in force on the date of payment.
- 9.4 Any cash discounts, as well as rebates or prizes of any kind will be granted provided that the customer has no outstanding payments and will be automatically forfeited and revoked in case of non-payment.
- 9.5 In case of late payment at the pre-established deadlines, the selling company SIDE S.p.A. will be granted the current PRIME RATE bank interest increased by 3 points. Failure to pay in several installments, or even to a single one that exceeds the eighth part of the price, will make the buyer lose the benefit of the installment term and will entitle the seller to immediately request the remaining balance of the price, or to consider the contract certainly terminated with immediate return of the goods and acquisition, as compensation, of the installments paid, except, however, the compensation for damages.
- 9.6 By express agreement between the parties, any dispute raised by the buyer or should arise between the parties, may not suspend the buyer's obligation to provide for payment within the agreed term.
- 9.7 The loss of equipment and related accessories for reasons not attributable to SIDE S.p.A., does not release the buyer from the obligation to pay even if the goods have not been delivered.

Art. 10. Retention of title

- 10.1 The equipment indicated in the order and the related accessories are sold with RETENTION OF TITLE in favor of the seller SIDE S.p.A. and, therefore, the buyer will acquire the property only upon payment of the last installment of the price, but assumes the risks at the time of delivery (Article 1523 of the Italian Civil Code).
- 10.2 If a seizure or attachment is carried out by third parties by third parties, the purchaser undertakes to have SIDE S.p.A. the property by virtue of retention of title included in the relative execution report drawn up by the previous one, and to inform the same immediately so that it can act in the context of third-party opposition to the ritual claim, with the right of recourse for all related expenses.

Art. 11. Prices and taxes

- 11.1 Orders will be subject to the prices to the public shown in the "price list", any special conditions must be agreed and authorized by SIDE S.p.A. in writing.
- 11.2 The prices applied are subject to change until the order is confirmed by SIDE S.p.A. The change takes place in relation to the change in the exchange ratio, the costs of raw materials as well as any taxes or duties applicable to the contract.
- 11.3 The final price, net of taxes and-or duties, is that shown on the order confirmation of SIDE S.p.A. and is intended for goods delivered ex shipper.
- 11.4 The prices shown in the offers and in the price list of SIDE S.p.A. do not include VAT, the cost of installation and the cost of the bulbs. Any other costs, charges or expenses relating to the items offered and not expressly indicated in the offer or in the price list of SIDE S.p.A. are in any case charged to the buyer requested separately. In relation to the complexity of the supply, the technical-commercial service of SIDE S.p.A. is available to the buyer for the definition of costs and methods.
- 11.5 The following conditions also apply: ex-works deliveries for orders with a net value of less than € 500 for Italy deliveries free for Italy for orders with a net value exceeding € 500 for Italy EX-Works deliveries abroad.
- 11.6 Minimum invoice value: € 150,00.

Art. 12. Complaints

- 12.1 Any claims for defects or defects of the goods must be communicated to us by registered letter no later than 8 days from the discovery of the defect, under penalty of forfeiture of any warranty action.
- 12.2 Defective products, provided that the relative complaint is made promptly, can be returned to us, subject to written authorization, to carry out the appropriate repairs or replacements excluding any other burden or obligation or responsibility.
- 12.3 Any returns must be made free in all expenses to our plant in Lissone (MI); In any case, an amount equal to the value of the returned goods will be credited.

Art. 13. Transport

- 13.1 The goods always travel at the risk of the buyer.
- 13.2 If SIDE S.p.A. stipulates the transport contract with the carrier, it will always act on behalf and at the expense of the buyer, with the consequences referred to in art. 13.1. In this case, the price of the products will include transport costs.
- 13.3 SIDE S.p.A. is not required to conclude any insurance contract against transport risks.
- 13.4 In case of damage, breakage, theft or tampering of the goods during transport or in the event of delivery delays attributable to the shipper and-or the carrier, the buyer may claim against the shipper and-or the carrier in charge, being excluded any liability of SIDE S.p.A. in this regard.
- 13.5 The customer must ascertain the weight and condition of the goods at the time of delivery.
- 13.6 SIDE S.p.A. reserves the right to choose the means of transport, unless otherwise agreed in writing.

Art. 14. Sale

- 14.1 The sale, including the negotiation phase, is governed by Italian law.

Art. 15. Conclusions

- 15.1 These general conditions of sale are the only ones applicable in the relations between SIDE S.p.A. and the buyer; in particular, the application of the general or particular conditions of contract of the purchaser is excluded, unless SIDE S.p.A. has accepted them in writing.
- 15.2 The parties expressly declare to exclude the application of the Vienna Convention of 11-04-1980 (ratified by the Italian State with L. 11 -12-1985 n ° 765) in accordance with the provisions of art. 6 of the same.
- 15.3 For anything not covered by these conditions, the rules on contracts in general (art. 1321 et seq.) and on the contract of sale in particular (art. 1470 et seq.) contemplated by the Italian Civil Code apply to individual contracts.

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