

WEINGARTNERSTR. 11
I-39022 ALGUND-MERAN
SÜDTIROL – ITALY
☎ (+39) 0473.446246
FAX (+39) 0473.440150
<http://WWW.eller.it>
e-mail: eller@eller.it

WEINGARTNERSTR. 11
I-39022 LAGUNDO-MERANO
BZ – ALTO ADIGE
☎ 0473.446246
FAX 0473.440150
<http://WWW.eller.it>
e-mail: eller@eller.it



Lebensmittelmaschinenbau • Produzione macchine alimentari • Food machines manufacturing

General commercial conditions

EDITION 02.01

Representational general commercial conditions are applicable to all orders, which from physical or legal people at the ELLER company conveys and by this is assumed, and regulates the sale of all products of the ELLER company. From representational deviant conditions is valid, even if not rejected from the ELLER company, only with written acceptance of the ELLER company.

1) Products

The ELLER company sells their products just like in the brochures indicated, with the contained technical statements and drawings. Drawings and all other documents respecting the products remain property of the ELLER company and the copyright and the patent rights. All product statements and - data, as indicated in the brochure and the confirmation of order, have only information character for the customer and are not binding for the ELLER company. The ELLER company reserves the right, without pre-announcement to modify or change product statements and drawings from technical or structural reasons.

2) Orders

Orders must take place in writing, also per fax. The ELLER company can assume every order within 30 days after receipt; within this period, the orders know as upright. The ELLER company assumes the buyer's order only to the representational general sale conditions and exclusively with written confirmation of order. This confirmation of order determines the moment and the scope of the mutual obligations.

3) Prices

The prices of the ELLER company are the one, that at the time of the transfer at the buyer of valid price list, in which in the confirmation of order of quoted currency. With appearance of the new price list, the preceding editions lose their validity automatically, even if they still are in the buyer's possession, and this was not informed about it. The quoted prices are single prices from factory Lagundo, except package, value added tax and certificates. If an increase of the production costs should submit to the time period between order and product transfer, so the ELLER company has the right, to raise up the prices accordingly. If the final price should exceed the purchase price stated at the order time by more than 1/5, the buyer has the right to require the dissolution of the contract. The days indicated in all documents know to 8 hours as working days. Travel-driving times are treated as working times. With exceed, the difference will be after-calculated, with what overtimes are calculated with 50 % of lapel from the 8th hour on working days as well as weekend or holiday works.

4) Payment

The buyer pays within the payment dates fixed in the confirmation of order and offers the guarantees intended in it; if the confirmation of order should decree nothing about this, the buyer pays before product transfer when the goods are made available. If the payment is arranged with transfer, it is to understand that the payment arrives at the ELLER company before merchandise delivery even if "free destination" was arranged. With delivery postponements, which is not ascribe to the ELLER company, possible postponed payments must in every case from date of the merchandise preparation, sees delivery 5, takes place. Possible down payments always know as non interest bearing down payment in accordance with article 1385 ZGB even if they are called down payment in documents.

5) Delivery

The delivery periods indicated in the confirmation of order run from date of the same and know as keep to, if the products are ready in the work Lagundo. If postponements should happen because of clearing technical details, the delivery date lengthens automatically about this time period. The preparation for the forwarder becomes at the moment as product transfer to the buyer and at the place of the handing over, as they emerge from the delivery papers. Except in writing different communication of the ELLER company understands the ware completely prepared for itself with documentation, handbooks and accessories within the period indicated in the confirmation of order. When entering of unforeseen events, that the ELLER company, whose suppliers or sub suppliers involve, as for example strike, defects, delivery delays etc. is suitably the transfer periods extended. The ELLER company is not liable for the non-compliance of the delivery periods, but following reductions are entitled the buyer: with delay from the 2. week 0,5 percent of the price for every week delay of maximum 5 percent. if the delay exceeds 3 months, the buyer can ask for the dissolution of the sale. For the case that the products at the ELLER company remain and not within 8 days from preparation date on the basis of any default of the buyer, or because the buyer doesn't ask in writing for the dissolution, the ELLER company is entitled to following compensations, which are to be settled from the buyer before a possible merchandise delivery : for delay from the second week of the delay 0,5 percent of the price for every week at delay until maximum 5 percent. if the delay exceeds 3 months at the fulfillment, the ELLER company can demand the dissolution of the sale. Into this case, the buyer obliges himself to the payment within 30 days from written invitation of a compensation of 33 percent of the scope of the confirmation of order, plus the sum of the non interest bearing advance/earnest payment, which changes in the final property of the ELLER company.

6) Guarantee

The ELLER company replace, within the first 12 months starting from handing over (delivery date) to the ultimate consumer when single shift work or maximum 1.500 working hours, the damaged goods of our own production. But these only when the products not will be damaged by the customer, however, or was installed incorrectly or was used incorrectly. The guarantee is not applicable to used machines (except if intended expressly) and this doesn't include consumption and electro material. The ELLER company takes over the liability for the into the products of the ELLER company trained products of other suppliers / sub suppliers only of the size of the guarantee conditions of the suppliers / sub suppliers, and in every case doesn't include the work, transportation, and travel costs, which go to loads of the buyer. The buyer has only right to the guarantee if he can prove that he sent back from the enclosed product accompanied merchandise description in all it's parts filled within the assigned 15 days from receipt of the ware. Possible works in guarantee do not interrupt or extend the guarantee time. When repairs, no guarantee is granted. In no case the ELLER company is liable for indirect damages or for consequence damages and/or for profit cancellations, which the buyer can have suffered as consequence of product defects. Over the use of the delivered products, stands the ELLER company for application suggestions and advice to the disposal. His despite meets all responsibility for the suitability and the particular use of this of the ELLER company delivered products the buyer. The ELLER company will exclude the buyer of every liability, which is caused by own defective products. Besides this liability originates through culpable actions or omissions of the buyer. Even if the buyer doesn't comply with his obligations. The buyer must prove the product damage in every case and by documents must prove, the own fulfillments kept and, to have executed. The defective parts are to send free for checkup at the ELLER company. The technicians of the ELLER company have the adjournment possibility whether it is about a guarantee case or not, as well as the adjournment possibility, whether a part falling defective and in guarantee is repaired or is replaced. At substitution, the defective parts remain in the property of the ELLER company. At sale to retailers/companies which don't use the goods themselves) from the ELLER company who those takes over the load which of own costs all performances. The ELLER company don't take any responsibility or liability for changes of settings and changes of every nature of the machine and all components what concern the machine with exception of the written acceptance from the ELLER company.

7) Complaint/obligations

The buyer must inform the ELLER company about every absence of parts, defect or non-agreement, which are determined at the products, as well as the absent/not complete documentation, handbooks and tools; this communication must take place in writing by means of registered letter with reply and must contain a complete description of the complained defects and lacks, and must be sent within 8 days from unloading of the products at the buyer's work. The buyer explains, the machine type, that from ELLER company bought not to after-build or to let after-build to still promote the after-built to still spread the technical data and information of the ELLER-machines. The buyer is liable for the observance of this obligation and commits itself with non-compliance as compensation, upon simple request of the ELLER company, to pay the 10-fold purchase sum.

8) Risks and property rights

All risks respecting the products go from the ELLER company at the place and at the time of the transfer in the sense of the point 5, on the buyer over. With exception from above, the property doesn't become the property until the complete payment of the purchase price of the buyer, and the buyer holds the products as custodians and trustees of the ELLER company and keeps and stores it in a way that immediately as property of the ELLER company available can be done. With incomplete payment and consequently assertion, the achieved down payments turn into favor of the ELLER company until half the purchase price. For wear, merchandise depreciation and transportation compensative withholds. This agreement abandons contrary law regulations on express wills of the parties.

9) Privacy

The ELLER company as owners of the data processing informs the buyer that in some other way they of delivered or in the course of the contract relationship and economic activity of raised personal data on paper, data processing - and telematical systems accordingly the legal regulations is processed, about which to serve legal accounting (bookkeeping) and fiscal purposes, as well as for the contract fulfillment or other purposes. The personal data become told at tax and legal advisers, at the bank institutes and other organs.

10) Legal election and court stand

All sales are subject to the representational general commercial conditions and the Italian right. Jurisdiction for every litigation between the parties, which comes from the sale, transacted on the basis of more objectively general sale conditions, or is covered on it, is Bolzano.