



Your welding power

INE SPA  
GENERAL CONDITIONS OF SALE

### 1. Definitions

- 1.1. Customer:** any professional, natural or legal person who runs his/her entrepreneurial, commercial, craft or professional business, or an intermediary, who sends a Purchase Order to INE;
- 1.2. General Conditions:** refers to these general conditions of sale;
- 1.3. Order Confirmation:** confirmation of the order, sent by INE to Customer to the e-mail address provided by the latter;
- 1.4. Contract(s):** the Purchase Order together with the Order Confirmation and the General Conditions;
- 1.5. INE:** INE SPA, with head office in Via Facca, 10 – 35013 Cittadella (PD), registered in the Register of Companies of Padua - REA 56139, Tax No. / VAT no. 00202750287;
- 1.6. Purchase Order(s):** purchase request for Products sent by Customer to INE via e-mail or telephone;
- 1.7. Product(s):** product(s) found on the website and in catalogues distributed by INE, to which these General Conditions apply;
- 1.8. Website:** the URL [www.ine.it](http://www.ine.it).

### 2. General Conditions

- 2.1.** These General Conditions apply to all Purchase Orders sent by the Customer to INE, unless otherwise agreed in writing between the Parties.
- 2.2.** These General Conditions together with the Order Confirmation sent by INE to the Customer are the only contractual documents regulating the purchase of the Products and replace any other and/or different documents and agreements between the Parties.
- 2.3.** The General Conditions applicable to the individual Purchase Order remain those in force at the time the order is placed.

### 3. Purchase Order and Order Confirmation

- 3.1.** Purchase Orders may be sent by the Customer via e-mail to the address of the relevant INE sales manager, or made by telephone.
- 3.2.** The Purchase Order must indicate the Products that the Customer intends to purchase and the address to which INE will deliver the Products.
- 3.3.** The Purchase Order may also indicate the price of the Products proposed by the Customer according to specific price lists reserved for the Customer or specific agreements entered into with INE. Indication of the price is not binding for INE. If the Purchase Order does not include the price of the Products, it is understood that the price relates to the general price list applicable at the time of the Purchase Order.
- 3.4.** In case of a Purchase Order sent via e-mail, the Customer must attach these General Conditions to the Purchase Order. The General Conditions can be downloaded from the Website and must be signed.
- 3.5.** Following receipt of the Purchase Order via e-mail or telephone, INE will send the Customer an Order Confirmation via e-mail indicating:
- the ordered products available, indicating any products that are not available;
  - the price due, which may differ from that indicated by the Customer as per point 3.3 above;
  - the payment terms and an indicative delivery date;
  - the shipping address and delivery costs, understood as being at the Customer's expense unless otherwise indicated in the Order Confirmation.
- 3.6.** In case of an order placed by telephone, these General Conditions must be attached to the Order Confirmation sent to the Customer by INE, which must be signed for acceptance by the Customer.

### 4. Finalization of the Contract

- 4.1.** The Contract between INE and the Customer is finalized:
- in case of an Order Confirmation by INE which complies with the Purchase Order sent by the Customer via e-mail, when the confirmation reaches the Customer at the e-mail address provided by the latter in the Order Purchase;
  - in case of an Order Confirmation that differs from the Customer's Purchase Order and for every telephonic Purchase Order, when the Customer sends INE Confirmation of the Order signed in acceptance via e-mail, together with the General Conditions also signed for acceptance.
- 4.2.** These General Conditions, available on the INE website, are understood as being known and specifically accepted by the Customer at the time the Purchase Order is sent.

### 5. Products

- 5.1.** The Products listed on the Website and in the catalogues are accompanied by a general description indicating their essential features. This description has no contractual value and is only for illustrative purposes. With regard to Product features, only the technical data sheets of the Products (available in catalogues or downloadable from the Website) apply for contractual purposes.
- 5.2.** INE reserves the right to make Product changes at any time, even after the Order Confirmation, provided that in this case such changes do not affect the quality or essential characteristics of the Products.

### 6. Price and Payment; Express termination clause

- 6.1.** Sale prices for each of the Products are in Euros, excluding VAT, handling and shipping costs, which are indicated in the Order Confirmation and which are at the Customer's expense, unless otherwise agreed.
- 6.2.** The sale price of the Product is the price applicable on the day the Purchase Order is sent.
- 6.3.** Depending on significant changes in costs that occur after the finalisation of the Contract, INE reserves the right to increase the price, given notice to the Customer. In case of increases exceeding 5% of the original price, the Customer may withdraw from the Contract by giving written notice to INE within 8 days. In the event of withdrawal, the refund of any amount already paid will be solely due to the Customer, excluding any right to compensation or damages.
- 6.4.** Payments must be made within the terms and in the manner indicated in the Order Confirmation.
- 6.5.** In event of non-payment by the Customer within the indicated terms, INE has the right to terminate the Contract as per art. 1456 of the Civil Code.



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**7. Delivery of Products; retention of ownership**

- 7.1. The Product is delivered by courier to the delivery address provided by the Customer in the Purchase Order.
- 7.2. The delivery date indicated in the Order Confirmation is indicative and not binding for INE.
- 7.3. The Products are shipped at the Customer's risk. INE is released from any responsibility upon delivery of the Products to the courier.
- 7.4. The Products remain the property of INE until they are paid in full by the Customer.

**8. Responsibility**

- 8.1. Customer acknowledges that maintenance and repair of the Products can only be done by specialized personnel. In no way INE is responsible for any consequences to Customer or third parties resulting from work done on the Products by unspecialized personnel.
- 8.2. INE is not responsible for any malfunction or consequences to Customer or third parties from the use of Products for purposes other than those for which they are designed and manufactured.
- 8.3. INE's liability for all damages deriving from the supply of the Products or related thereto is exclusively limited to direct damages caused by gross negligence or wilful misconduct.

**9. Sale of unlabelled products**

- 9.1. In the event the Customer purchases Products without INE branding, signs or images, in order to place them on the market for any reason with its own branding, signs or images, the Customer acknowledges and accepts that by applying its branding to Products that originally had no labelling, it assumes the quality of "manufacturer" when such Products are placed on the market in accordance with the law.
- 9.2. INE guarantees conformity of the Product, within the mandatory limits of the law, only and exclusively limited to the methods of use indicated on its technical data sheet. Customer is obliged to clearly and fully inform the purchasers of the Product regarding these limits and methods of use, giving correct information regarding the risks associated with any improper use of the Product.
- 9.3. Any certification indicated by INE in the contractual documentation is the only one that can be validly referred to the Product. INE, therefore, assumes no responsibility for any different or additional certifications that may accompany the Product when sold on to Customer's customers.
- 9.4. Customer undertakes to indemnify and not hold INE responsible for any damage that may arise to INE as a result of actions or initiatives of third parties who complain of non-fulfilment or any damage directly or indirectly attributable to the non-fulfilment by Customer of the obligations referred to in points 9.2 and 9.3 above.

**10. Force majeure events**

In the event of fortuitous, unforeseeable and unavoidable events (included, but not limited to, unintentional operational unrest, riots, and/or any action taken by government or public authorities, or other circumstances beyond INE's reasonable control, such as epidemics and/or pandemics) INE is not responsible, for the entire duration of this event, for the delay or failure or incorrect fulfilment of the Contract.

**11. Data protection**

INE processes its Customers' personal data in accordance with the law, in the manner and for the purposes specified in INE Privacy Policy, which is published on the Website.

**12. Code of Ethics and Model 231/2001**

- 12.1. Customer undertakes to apply loyal, honest and ethical business practices. Customer acknowledges that INE has adopted a Code of Ethics that can be consulted on the Website and, in commercial operations involving INE, Customer agrees to conduct in a manner that is consistent and compliant with INE's Code of Ethics.
- 12.2. Customer acknowledges that INE has adopted the organization, management and control model as per Legislative Decree 231/2001 and undertakes, also for its partners, affiliates and auxiliaries, to respect its contents, principles, and procedures, refraining from any behaviour aimed at committing the offences indicated therein.

**13. Applicable law and exclusive jurisdiction**

- 13.1. These General Conditions are subject to Italian law.
- 13.2. The Court of Padua is the exclusive jurisdiction for any dispute that may arise regarding the interpretation, execution or termination of these General Conditions and/or individual Contracts.

In acceptance

\_\_\_\_\_  
Date and place

\_\_\_\_\_  
Customer

As per Art. 1341 and 1342 c.c., Customer declares to have read and approved the following clauses: Art. 2.3 (Acceptance of the General Conditions); Art. 5.2. (Product changes); Art. 6.3. (Price changes); Art. 6.4 (Express termination clause); Art. 7.2 (Delivery date); Art. 7.3. (Transfer of risk); 7Art. 4. (Retention of ownership); Art. 8 (Limitations of liability); Art. 9 (Sale of unlabelled products); Art. 10 (Force majeure events); Art. 13 (Applicable law and Jurisdiction).

In acceptance

\_\_\_\_\_  
Date and place

\_\_\_\_\_  
Customer