

Any clause or condition stipulated by the customer shall be null and void if they have not been previously accepted by us in writing.

The minimum charge (excluding ancillary costs) is EUR 100. If the customer requests invoices for less than this amount, a handling fee of EUR 10 shall be charged.

**1. ORDERS**

Offers made by us are valid for 14 days and are always subject to prior sale. We have the right to consider our offer invalid after this period or if the goods have been sold. Orders are only valid if they are communicated to us in writing and must specify the quantity and exact designation of each ordered type. Orders are always binding on the customer. Changes and/or cancellations of orders placed, must always and only be requested in writing by the customer and can only be accepted by us if they do not concern special material and/or material ordered especially for the customer: in this case, cancellations will not be accepted.

Any declarations attesting the origin of the goods must be requested at the time of ordering and will be issued on headed paper of BKR Service S.r.l.

**WEB ORDERS**

The prices indicated in our web shop are valid only for material in stock.

**2. DELIVERY TERMS**

The delivery terms are not binding but approximate (except in the case of unforeseen circumstances): this means that although we shall comply with them as far as possible, they are always and only approximate, as we have in turn shall have to rely on the delivery terms communicated by the supplier and/or manufacturer from time to time. Furthermore, without being obliged to pay any indemnity, we reserve the right to extend the delivery period and/or cancel the order in the event of circumstances of force majeure and/or non-fulfilment of contractual conditions by the customer.

**3. PRICES AND CHARGES**

The prices communicated by us, by means of verbal or written offers, are always understood to refer to a delivery condition identified with EXW incoterms (ex our warehouse), packaging and transport excluded; we also reserve the right to change them if, during the course of the supply, we are forced to modify them as a consequence of price changes imposed by suppliers. The customer is free to take advantage of the delivery condition identified by CPT incoterms (Carriage paid to - place of loading by means of carrier and place of destination as agreed in your order) Carriage free with charge on invoice

The following charge for packaging costs will also be applied to the taxable value of the order, regardless of the delivery condition

- from 0->€500 (taxable amount) 1% charge

-from € 501-> €1000€ ( taxable amount) 0.5% charge

Over 1000€ charge of € 2 per box or € 6 per pallet for shipment

**4. SHIPMENTS**

Delivery shall be deemed to have taken place at our warehouses, upon transfer of the material directly to the customer or to the carrier, regardless of whether the latter is chosen by us or by the customer; shipments shall always be deemed to have been made on behalf of the customer and at its risk. If the customer has not given instructions for the shipment of the goods or has failed to collect them in time, they shall be deposited at our warehouses without our responsibility for their storage.

**5. COMPLAINTS**

Complaints about defects and/or material shortages must always be submitted by the customer to BKR SERVICE in writing. The customer shall report any complaints within 7 seven days of receiving the goods. Complaints may never result in the cancellation or reduction of the order by the customer, nor in the payment of compensation of any kind by us. The claim cannot in any way be accepted if the parts in dispute have been tampered with or repaired or assembled or with damaged packaging. Any dispute relating to products that are in the process of being shipped or already shipped or in the customer's possession does not release the customer from the obligation to collect the entire quantity ordered and, in any case, from the obligation to make payment by the established deadline.

**6. PAYMENTS**

Payments shall be made in keeping with the agreed conditions of payment. Once the agreed payment term has expired, and without prejudice to the right to demand payment, we shall charge default interest on our credit, the amount of which shall be determined in accordance with the provisions of Legislative Decree no. 231/02. Furthermore, in the event of late or non-payment by the customer, we may suspend delivery of goods still on order, or cancel the balance of the order, notifying the customer, who shall not be entitled to compensation or indemnity of any kind, without prejudice to any other rights we may have.

**7. RETURNS**

Any return of goods must always be agreed in advance with our Sales Office, even in the case of our wrong delivery, and can only be accepted if the material and its packaging are perfectly intact and in any case within 7 days of receipt of the goods. The goods must always be accompanied by the completed return authorisation request and the relevant transport document, otherwise they cannot be accepted. Returns for which the customer is responsible shall be processed at a charge of 15% for handling and return transport costs borne by the purchaser: any additional handling costs to the primary supplier shall be charged. In the case of special, specially ordered material, the return can in no way be accepted if the customer's fault.

**8. DEROGATIONS**

Any deviation or variation from these general terms and conditions must be explicitly confirmed and accepted in writing by the contracting parties.

**9. LEGAL DOMICILE AND PLACE OF JURISDICTION**

Our legal domicile is our registered office in Maranello, via Trebbo Nord 96.

Any dispute arising from the interpretation, application, execution, termination of the contract and/or the general conditions of sale, or related to them, shall be the exclusive competence of the Court of Modena.