

# GENERAL TERMS AND CONDITION OF SALES

## 1.Sale of Products

The sale of the products included in this list shall be in accordance with the following requirements that are considered to be in force from the order form, unless agreed in writing. These terms and conditions (together with any associated written specification, quotation and / or additional term and conditions) will determine exclusively the sale of all goods and services (including, without limitation, hardware, firmware and software and services mentioned within the e-commerce). The receipt or acceptance of delivery by the buyer of any product ordered or purchased the above will constitute acceptance by you of these terms and conditions.

## 2.Transport and Risk

Costs and risks of transportation of the products are charged to the customer in case of carriage. In the case of Delivery Duty Paid, the customer accepts SENECA standard transport conditions that still considers itself exonerated from any responsibility for any loss or delay in transit. Any insurance, transportation costs and intervention at the site of installation of the products are charged to the client.

## 3.Payment Terms

The customer has the choice between different modes of payment:

- a) Bank Transfer to SENECA (Unicredit Banca Spa, Agenzia Padova F, Piazza Zanellato 2, 35131 Padova (Italy), BIC/Swift: UNCRITM1UT0, IBAN: IT76K0200812122000002555817). In this case, products will be shipped after confirmation of payment.
- b) Credit Card through the secure payment system on the major international circuits (examples of the major credit cards accepted: Visa, Visa Electron, PostePay, Mastercard, American Express, Carte Aura) with Security operations certified by SecurCode system by MasterCard / Verified by Visa.
- c) Paypal for which the terms of use, please refer to this link. The purchase contract is executed by correctly filling in and purchase the consensus expressed by the accession date "on line", except for the successful payment.

## 4.Delivery

Delivery terms are ex works from the plant or warehouse, or as otherwise determined and reported in the order confirmation. In all cases the right passes to the buyer with the first delivery by the seller or the purchaser upon receipt by the first conveyor for transport to the buyer, except the rights to all intellectual property associated with the products, which remain Seller or its suppliers and licensors. The shipping dates given are based on prompt and correct sending of all the necessary information from the buyer.

## 5.Warranty

Products are guaranteed against manufacturing defects in accordance with the laws in force in case of return for repair or replacement, including warranty, shipping charges are the sole responsibility of the customer and therefore will be rejected if any collect shipments assigned. The guarantee of the material we produce is for a period of 12 months from date of shipment. Any warranty work will be ex works SENECA srl (PD - Italy). The repaired or replaced products are covered for the remaining period to complete the rest of the original term of the warranty. As for software and firmware, unless otherwise specified in a license or third SENECA, it ensures that the products supplied software and firmware standards mentioned in this document, when used with appropriate hardware and equipment, work according to the specifications and operating manuals.

## 6.Claims and Limitation of Liability

Complaints must be made within 8 days. receipt of goods. To the fullest extent permitted by applicable law SENECA not be liable for any interruption of business or loss of profits, revenue, or materials of any form of liability for incidental, indirect or consequential damages of any kind arising from the misuse of their products.

## 7.Authorized Software and Firmware

The use of products made by software or firmware may be subject to acceptance by the buyer to additional terms and conditions set out in a contract to the vendor or third party will monitor the extent necessary to resolve any conflict with the terms and conditions laid down or otherwise contained in this document. In the absence of a contract to the seller, the purchaser is granted a license non-exclusive, non-transferable right to use the software or firmware of the seller is only supplied in object code form and only in conjunction with products supplied by the seller, without the right to grant sublicenses, to disclose, disassemble, decompile, reverse engineer or modify.

## 8.Packaging and labeling

Packing is charged at cost no more than 2%. In general, operations of packaging and labeling customized to the buyer may be subject to additional costs not otherwise included in the price of products.

## **9.Prices and exchange rates**

Prices are expressed in euros and do not include VAT. Also other information appearing in this list are subject to change without notice and to be confirmed by specific quotations. Prices do not include sales taxes, use taxes, excise taxes, customs duties, value added taxes and other taxes. All sales prices of traded products are displayed and indicated on the website [www.seneca.it](http://www.seneca.it) the same constitute a public offering pursuant to art. 1336 of the Italian Civil Code. Unless otherwise indicated, all prices quoted are "tax" and in Euro. Shipping charges are not included in the price of the product and set aside, are the responsibility of the customer. The validity of prices is always and only that shown by the same procedure at the time the order to the Supplier. For each order is invoiced will be sent with the goods. The Supplier is not responsible for the taxes and duties imposed by other countries. 12.Prices and exchange rates. For purchases in currencies other than the euro, the exchange rate applied is that valid on the day of the order; if the day of payment is different from the day of the order and the exchange rate varies by  $\pm 3\%$ , the sale price is recalculated based on the new exchange rate.

## **10.Modification and Replacement**

Repairs and order modifications requested by the purchaser, including those concerning the type, scope and delivery of products, must be documented in writing and are subject to prior approval and price setting, planning and other procedures and deadlines by SENECA. In any case, SENECA reserves the right to reject any changes it deems unsafe, technically inadvisable or inconsistent with the criteria and technical standards or quality limits, or incompatible with their ability to design and manufacture. SENECA also reserves the right to make substitutions using the latest version or series or substitute an equivalent product that has no form, fit and function comparable.

## **11.Repairs and returns**

Unless otherwise specified modules are made subject to compensation, after the customer has activated the online procedure following the instructions on <https://www.seneca.it/en/rma/>. Preliminarily SENECA, once agreed and granted the return, provides an indication to the customer specifications to be back on Shipping document and the method of delivery; made the communication will be sent via e-mail or via shared database company, also to the staff in charge of acceptance. Upon receipt of the goods, the acceptance testing that each made in the documents attached overs signs the authorization or if they were received by e-mail and shared network database. Only if all these checks are positive, the operator accepts the return, otherwise it is rejected to the sender. All returned products will conform to the instructions of SENECA. I made out of warranty products unused and resalable with credit policies will be subject to the seller's return policy in effect at that time. Products returned under warranty must be properly packaged, shipped pre-assigned (ex works SENECA) the buyer or otherwise in accordance with instructions provided by SENECA.

## **12.Cancellation of orders**

The cancellation by the customer before the shipment must be requested in writing and any payment of reasonable expenses SENECA cancellation and re-stocking, including the reimbursement of direct costs. SENECA also has the right to cancel an order for a just cause at any time upon written notice.

## **13.Force majeure**

SENECA will not be liable for any loss, damage or delay arising due to him (or its subcontractors) and resulting from causes beyond its reasonable control, including, without limitation, acts of God, acts or omissions attributable purchaser, acts of civil or military, fire, strikes, floods, epidemics, quarantine restrictions, war, riots, acts of terrorism, delays in transportation or transportation embargoes.

## **14.Disputes**

Parties will attempt in good faith to resolve promptly any dispute arising from information contained in this document through agreements between representatives of parties who have the authority to reach a solution. Otherwise, the jurisdiction is that of Padua.

## **15.Quality, trademarks, approvals**

SENECA operates according to criteria of total quality. Our business system is certified ISO 9001 since 1997 for "Design, manufacture and marketing of equipment, implementation of automation systems for industrial and civil applications, services and support." SENECA products have been CE, UL and UR for the North American market and are certified by RINA in marine applications. Our production process, carried out by automated SMT lines, adhere to international standards ROHS WEEE and lead free. Safety standards, electromagnetic compatibility and electrical protection adhere to CE, IEC, EN. The software interfaces and communication are developed and updated in accordance with internationally recognized standards (eg IEC 61131, MODBUS RTU / TCP, IEC 870, CANopen, PPP, SMTP, HTML, OPC Server).

## **16.Instructions for use**

For safe and effective products in this list, please read the following instructions carefully before use. The product can be used exclusively for the use for which it was designed and built. Any other use is considered to have total responsibility of the user. The installation, programming and operation is allowed only to authorized operators, these operators must be physically and intellectually capable. The operation must be performed only after proper installation, so the user must carefully perform all the operations described in the user guide.

## **17.Responsibilities**

SENECA can not be held responsible for any failure, breakdown, accidents due to lack of knowledge or the lack of application of the instructions given. The same is true for any unauthorized changes. SENECA reserves the right to modify products, to meet any manufacturing or commercial, without the obligation to promptly update the reference manuals

## **18.Technical Specifications**

The technical data in the e-commerce are provided only as a guide for the user to a determination of eligibility and not necessarily a functional or performance of any kind.

## **19.Price validity**

SENECA reserves the right to update and change price validity without notice.

## **20.Customer Obligations**

You agree, once the purchase procedure "on line" to handle the press and the conservation of these general conditions, which, however, has already seen and accepted as a necessary step in the acquisition, and the specific product being purchased, and that in order to fully satisfy the conditions laid down in Articles. 52 and 53 of D.Lgs. 205/06.It is forbidden to enter false data in the customer registration process required to provide him with the procedure for the execution of this contract and the subsequent communications, personal data and e-mail address must be the only real data personal and not some other person, or fantasy. It is expressly forbidden to enter data of third persons. The Supplier reserves the right to prosecute any violation or abuse, and for the protection of all consumers. The Customer indemnifies the Supplier from any liability arising from the tax records incorrect because of errors in the data supplied by the customer, since the latter is solely responsible for the correct entry. The customer has the right to verbally communicate any problems (delivery errors, mistakes or delays of delivery) to the phone number +39049 8705359, or e-mail [info@seneca.it](mailto:info@seneca.it), or by fax at n. +39049 8706287Where it has been delivered to a mere clerical error in a product other than the object of purchase order and the customer has the right to replace the product, provided that the same represents the problem in writing (one of the ways described in this article) before and not beyond a period of five days from receipt of the product itself. In that case, the Supplier will replace the product once received made the goods supplied and verified the condition of the goods, so proceed to relay the correct product. All items must be returned and received by the headquarters of SENECA srl intact and in the same condition as received, in their original packaging. In this case the costs of shipping the return and the relay will be responsible to the Supplier.

## **21>Returns (Private)**

Conforming Article. 64 of D.Lgs. 205/06 the customer can exercise the right of withdrawal and return the product received, in accordance with the terms and conditions specified below.The customer who, for whatever reason, are dissatisfied with your purchase, be entitled to terminate the contract without penalty and without giving a reason within 10 days from the date of receipt of the product purchased by sending , within this period, written notice of withdrawal as follows:

1. by registered letter with return receipt to the following address: Via Austria 26,35127 Padova (PD), Italy
2. by fax (at the following number +39 049 8705359)
3. by an e-mail at the following e-mail address e- ([info@seneca.it](mailto:info@seneca.it))

If the customer has exercised his right of withdrawal in the manner referred to above, the product must be returned no later than the fifteenth day after receipt of the product through direct delivery and delivery by forwarding the product to SENECA srl c / or above the seat. All costs of returning goods are charged to the customer.

All items must be returned and received by SENECA headquarters in the same condition as received, in their original packaging. Where were all the conditions and obligations of the consumer under the previous points, the Supplier will send an e-mail confirming acceptance of return. Moreover, the Supplier will refund the purchase price by the same mode of payment chosen by the customer, excluding shipping charges incurred, less any expenses incurred by the Supplier for the return, with value equal to the thirtieth day following the date on which the Supplier has been aware of the right of withdrawal the Customer. The time period for repayment of sums paid by the customer for the purchase of products returned depends on the mode of payment used: (i) bank transfer (please note that the value date of the crediting of the charge is the same, so the customer does not suffer any loss of interest), (ii) the purchase by credit card: the actual reimbursement depends on the credit card by bank that issued the card.

## **22.Privacy**

Under Article 13 of D.Lgs. n. 196 of 30.6.2003 (Code) and General Data Protection Regulation (EU) 2016/79 ("GDPR") will inform the customer of the following. The customer's personal data will be used for (i) purposes the fulfillment of tax obligations, accounting and legal and management purposes and customer contracts (supply products and accessories, servicing, replacement, repair, management and administration of customer orders , shipments, invoices, control and solvency management of disputes) and (ii) purposes related to business (mail order sales, marketing and advertising, analysis and market research, promotional activities, customer satisfaction survey, contests, demonstrations, raffles and the like, statistical analysis).The data will be processed through the creation and management of a central repository, with paper, computer and data to which access has authorized personnel. The provision of personal data essential for compliance with the law and / or establishment and / or prosecution of the contract shall be binding in the sense that failure is impossible to establish and / or to enter into this relationship. The contribution of other personal data is optional

and generally function to provide better customer service, a refusal to such a transfer will have no negative consequences borne by the customer. Personal data concerning the customer will be subject to communication to parent, subsidiaries and / or connected to the Vendor for the same purposes as above or for outside specialized services in: i) management software, hardware, telecommunication systems and information ii) activities of processing and storing data; iii) printing, broadcasting, mailing, shipping and delivery of communications to customers; iv) financing services, debt collection and financial risks.

The customer may always exercise its rights under Article 7 of the Privacy Code.

Data treatment principal is SENECA srl Via Austria 26 – 35127 Padova (PD), Italy. The responsible is Francesco Pavan. The customer, by sending electronic confirmation of your purchase order and acknowledges the foregoing disclosure and consent to the processing of personal data.

### **23.Contact**

SENECA proposal includes industrial automation solutions and civilian use of which involves in-depth technical knowledge in all areas of electronics, hydraulics and plant engineering. In this perspective, the network of Seneca has an extensive network nationally and internationally. Our sales department is available to you for support and assistance

SENECA srl

Via Austria 26 – 35127 Padova

Tel. +39 049 8705.359

Fax +39 049 8706.287

info@seneca.it

www.seneca.it

### **24.E-mail**

Sales Office: sales@seneca.it

Marketing Dept: marketing@seneca.it

Administration: amministrazione@seneca.it

Logistics: logistica@seneca.it

Quality Assurance: qualita@seneca.it

Tech Support: [support@seneca.it](mailto:support@seneca.it)