



Gruppo **San Polo**

GENERAL TERMS AND CONDITIONS OF SALE

1. These “General Conditions of Supply” or “the Contract” shall be deemed acknowledged and accepted by the Client upon transmission of the order, which constitutes implicit acceptance thereof.
2. By placing an order, the Client fully accepts the prices and conditions stated in the price list in effect at the time the order is placed, subject to any subsequent changes. In the event of price list variations, the applicable prices and conditions shall be those in force on the date of the order, which shall prevail.
3. Payment Terms: Payment terms are exclusively those specified in the order confirmation, including any advances and the agreed methods. The order confirmation, where applicable, includes the bank details of Armet S.r.l. for payment. Armet S.r.l. reserves the right to suspend scheduled deliveries, even if already confirmed, in the event of non-payment or delay by the Client.
4. The order shall be deemed accepted only upon approval by Armet S.r.l. and is finalized exclusively upon issuance of the order confirmation by the Company. The confirmation shall be considered tacitly accepted in the absence of written objection within two (2) business days from its receipt.
5. Prices are always expressed in Euro (€), the reference currency, excluding VAT, and are Ex Works (EXW) from the Armet S.r.l. facility in Brescello, Reggio Emilia – ITALY – unless otherwise agreed in writing.
6. For legal purposes, delivery is deemed to be completed at the Armet S.r.l. facility. In the event of shipment to the Client, Article 1510, paragraph 2 of the Italian Civil Code applies: goods are always transported at the Client’s risk. Delivery is considered “truck side”: unloading and handling operations are excluded and remain the responsibility of the Client.
7. Goods will be made available to the Client through a “ready goods notice”. If the Client delays collection or requests to postpone delivery for more than fifteen (15) days from the readiness date, Armet S.r.l. may issue an invoice and charge storage costs, in addition to any other expenses incurred.
8. Standard packaging (cardboard boxes and/or double stretch film) is included in the price. Special packaging, if required, will be charged separately at cost. Disposal costs for packaging shall always be borne by the Client, in accordance with applicable environmental legislation (Legislative Decree 152/2006 and subsequent amendments).
9. Preparation times stated in order confirmations are always indicative and non-binding, subject to unforeseen events, including force majeure and delays not attributable to Armet S.r.l. Therefore, delays in delivery shall not justify compensation claims, order cancellation, or changes to prices or payment conditions.
10. Force Majeure: Armet S.r.l. shall not be held liable for total or partial failure to perform any contractual obligation due to force majeure. Force majeure includes events that are unforeseeable, unavoidable, and beyond Armet’s reasonable control that temporarily or permanently prevent the performance of contractual obligations, such as (but not limited to): natural disasters (earthquakes, floods, fires, hurricanes), wars (declared or undeclared), riots, terrorist acts, embargoes, pandemics, restrictive government measures, serious interruptions in energy, transport, or telecommunications not attributable to Armet S.r.l. In the event of force majeure, written notice shall be provided to the other Party within seven (7) business days from the occurrence, with documentation evidencing the nature and consequences of the event. Performance shall be suspended for the duration of the impediment, and contractual deadlines may be extended accordingly. If the impediment lasts more

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Telephone: +39 0522 686009 E-mail: info@armet.it

Share capital €1.000.000,00

Registration number: 272345 – Parma Companies Register

Tax Code 92192580345 – VAT No. 02854460348

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than sixty (60) consecutive days, either Party may terminate the contract with immediate effect by written notice, without entitlement to damages for either Party.

11. Product Recall and Safety: In the event of a product recall for safety or non-conformity reasons, the Client agrees to promptly cooperate with Armet S.r.l. by following the provided instructions to ensure retrieval, replacement, or repair of the affected products.

Recall costs shall be borne by the Client unless the defect is due to Armet's design or manufacturing error, in which case Armet S.r.l. will cover the expenses. Both Parties shall cooperate in good faith to minimize costs and consequences of the recall. Neither Party shall be held liable for damages arising from a recall if such recall is due to force majeure.

12. Any claims for manufacturing defects must be indicated on the delivery note upon receipt or communicated in writing via certified email or registered mail with return receipt (REM) within eight (8) days of receipt of the goods, pursuant to Article 1495 of the Italian Civil Code. Returns will be accepted only if previously authorized in writing by Armet S.r.l. and duly justified.

13. In the event of a confirmed claim, Armet's liability is limited, at its sole discretion, to replacement or repair of the defective product or issuance of a credit note. Any further liability for direct, indirect, or consequential damages, including third-party damages, is excluded.

14. Return Merchandise Authorization (RMA): The Client must request RMA within fifteen (15) days of receiving the product, indicating the order number and/or invoice and a description of the defect.

Return Procedure: Only products with an RMA number may be returned. Products must be intact, complete, and in original packaging. **Transport Costs:** Return shipping costs shall be borne by the Client unless the defect is attributable to Armet S.r.l., in which case Armet S.r.l. will bear the costs.

Exclusions: Returns of products damaged due to reasons not attributable to Armet S.r.l. or sent without authorization will not be accepted.

Inspection: Armet S.r.l. reserves the right to inspect returned products and, if non-compliant, to reject the return and send the item back to the Client at their expense.

15. The sale is made with retention of title according to Articles 1523 et seq. of the Italian Civil Code, with express exclusion of Article 1525. In the event of even partial non-payment, Armet S.r.l. reserves the right to terminate the contract, retaining any amounts already paid as rental and damages, without prejudice to further rights.

16. Armet S.r.l. reserves the right to make changes at any time to products and/or their packaging without notice, provided such changes do not compromise product functionality or quality.

17. All Armet S.r.l. products are covered by the legal warranty according to Articles 1490 et seq. of the Italian Civil Code and – where applicable – the Consumer Code (Legislative Decree 206/2005), provided they are used properly and following instructions.

18. Intellectual Property and Confidentiality: All trademarks, logos, designs, models, patents, technical specifications, documentation, data, and any other elements protected by intellectual or industrial property rights provided by Armet S.r.l. or created under the contract remain the exclusive property of Armet S.r.l.. The Client may not use, reproduce, transmit, or make them accessible to third parties without prior written authorization from Armet S.r.l. Each Party undertakes to keep strictly confidential all technical, commercial, or other information communicated or acquired in connection with the contract and not to disclose or use such information for purposes other than the performance of the contract. This confidentiality obligation remains in effect for at least five (5) years after termination of the contract, regardless of the cause. In case of breach, the defaulting Party shall compensate for damages, without prejudice to other legal remedies.

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19. Assignment of Credits and Subcontracting: Armet S.r.l. reserves the right to assign to third parties any receivables arising from the contract, including factoring operations, without prior notice or authorization from the Client. Armet S.r.l. may also subcontract, in whole or in part, the activities covered by the contract, remaining responsible to the Client for proper performance of its obligations. The Client may not assign, transfer, or delegate the contract or any related rights or obligations, even partially, without Armet's prior written consent. Any assignment made in violation of this provision shall be deemed null and void.

20. Compliance and Sustainability: Armet S.r.l. declares that it operates in compliance with applicable laws, including those related to environmental protection, product safety, and social responsibility, as well as its Organization, Management, and Control Model under Legislative Decree 231/2001 and its Code of Ethics. The Client agrees to comply with all applicable laws in the performance of its contractual relationship with Armet S.r.l., particularly regarding health, safety, environmental protection, product traceability, and professional integrity. The Client also declares that it will adopt conduct consistent with Armet's Code of Ethics if communicated. Armet S.r.l. reserves the right to terminate the contract according to Article 1456 of the Italian Civil Code in the event of serious or repeated violations of the above obligations by the Client, without prejudice to compensation for any damages.

21. Severability Clause: If one or more provisions of these General Conditions of Supply are declared null, invalid, or unenforceable, in whole or in part, by a competent authority, such nullity, invalidity, or unenforceability shall not affect the validity of the remaining provisions, which shall remain fully effective between the Parties.

22. Electronic Communications and Electronic Signature: communications between the Parties, including notices and declarations, sent via certified email or electronic signature (including digital signature), shall have full legal validity and be equivalent to written form. The Parties agree that communications sent via certified e-mail (REM) or electronic signature shall be valid and effective for all legal, contractual, and procedural purposes. The receiving Party shall respond promptly within the agreed deadline unless otherwise stipulated.

23. Modifications and Written Form: any amendment, supplement, or derogation to these General Conditions of Sale shall be valid and effective only if in writing and expressly accepted by both Parties. Verbal agreements, implied understandings, or conclusive conduct shall not be considered valid to modify contractual obligations.

24. Termination and express resolutive condition: Armet S.r.l. reserves the right to unilaterally withdraw from the contract without notice and without any obligation for compensation if: – The Client fails to timely fulfill contractual obligations; – The Client is subject to insolvency, bankruptcy, or any condition impairing its ability to fulfill contractual obligations; – Other circumstances arise, at Armet's sole discretion, justifying withdrawal or suspension of contract execution. Termination under this clause shall occur automatically with immediate effect according to Article 1456 of the Italian Civil Code, without judicial intervention or formal notice, and shall result in the immediate termination of all contractual obligations on Armet's part. In case of termination due to the Client's fault, Armet S.r.l. shall be entitled to compensation for damages.

25. For any dispute concerning the interpretation, performance, or validity of the contract, the Court of Parma, Italy, shall have exclusive jurisdiction, notwithstanding any other competing jurisdictions or legislations. The contract is and shall be governed exclusively by Italian law.

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26. The official language for the interpretation of these General Conditions is Italian. In the event of any conflict or discrepancy between the translated versions and the Italian version, the Italian text shall prevail.

27. Following EU Regulation 2016/679 (GDPR), Armet S.r.l. informs the Client that any personal data provided shall be processed exclusively for purposes related to the management of the contractual relationship, in compliance with applicable law.

28. In case of late payment, default interest shall automatically apply by Legislative Decree 231/2002, without prejudice to Armet's right to seek additional compensation.

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