



Oty srl - ITALY
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head quarter

General sales terms

Oty ESPAÑA - Valencia
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Banco Sabadel
0081 0200 2400 01662074

branch

Oty DEUTSCHLAND - Bonn
e-mail: deutschland@otylight.com
Sparkasse Bonn
BLZ 370 501 98 – Konto 12758025

branch

- 1- Invalidity of the General Sales Terms and of the Price Lists previously in force
1.1 All the sales and payment terms previously in force are expressly cancelled and replaced by the following general sales terms, as the present price list cancels and replaces each previous edition; both are valid since 01/09/2010 and they could be updated or modified at any time, giving notice if necessary through the pages of the web site www.otylight.com
- 2- Application and acceptance of the General Sales Terms:
2.1 The business relationships between Oty srl and its customers are exclusively regulated by the following general sales terms, with express renunciation and exclusion of any other agreement.
2.2 Sending an order to Oty srl, the customer declares to have gone through all the information given to him and to accept entirely, without any reservation, all the following general sales terms, which must be considered as an integral and substantial part of the sales contract.
2.3 The contract will be valid only once the customer's order is approved in writing by Oty srl. The parties could agree on possible changes, integrations or derogations to the above mentioned general sales terms, which should appear in writing in the documents including the order of the purchaser and the relating express acceptance of the seller in the order confirmation. The exclusions or the modifications introduced by the customer, if not expressly confirmed in written by Oty srl, do not bind Oty and do not become integral part of the contract, even if they have not been expressly refused and/or challenged. In any case the missing answer does not mean acceptance.
2.4 The customer is not entitled to damages and it is excluded any contractual or extra-contractual responsibility for direct or indirect damages to persons and/or things, caused by the missing acceptance, even if partial, of an order.
- 3- Presentation of the products:
3.1 Oty srl improves constantly its products and therefore reserves the right to introduce the necessary changes or updating at its exclusive discretion at any time. For this reason the products' technical and dimensional information (instructions for use, drawings, illustrations, technical data, weight, measure and performances descriptions) written in brochures, catalogues, newsletters, advertisements and in price lists are not binding if not expressly specified in the order confirmation, and could be subject to modifications or updating without any advance notice.
- 4- Offers and Prices:
4.1 All prices written in the price list are expressed in EURO, not including VAT.
4.2 These prices could be modified at any time at Oty srl exclusive discretion and with no obligation of any advance notice or communication.
4.3 Prices do not include light bulbs, if not differently and previously specified in written between the parties.
4.4 The offers of Oty srl and the customers' orders must be always considered "except for availability and prices changes".
- 5- Orders:
5.1 Each Order sent to Oty srl must be considered as a definitive and binding proposal for the purchaser, and this could be cancelled or modified only through a written agreement between the parties. Anyway, the orders for customized products or for products different from standard Oty light's product, could not be cancelled neither totally nor partially once they have been sent to Oty srl.
5.2 After receiving the order Oty srl is not obliged to communicate to the customer that the net value of the above mentioned order, since it is lower than the free port limit, implies the non-application of the under mentioned delivery "free port" clause.
5.3 In case of integration orders or anyway of orders linked to the previous ones, Oty do not guarantee the delivery of the same tone or design of the material previously delivered.
- 6- Delivery
6.1 The delivery terms indicated on the orders' confirmations or verbally agreed between the parties, have only an indicative value. Their non-observance, as also the possible delivery of partial or reduced supplies, will not cause either the cancellation of the relating order or the application of any fine or the acknowledgment of any kind of compensation.
- 7- Packaging:
7.1 The products are provided packed in boxes of recyclable carton, whose cost is included in the price.

- 8- Pick up of the goods:
- 8.1** The ordered and supplied goods must be regularly picked up by the customer. If Oty srl will not be responsible for the non-delivery or if the customer refuses the delivery of the goods, the customer himself will have to organize on his own, at his own expenses and on Oty written exhortation the pick up of the previously mentioned goods, which is the object of the contract, within the deadline communicated by Oty srl and, in addition, the customer will have to pay the price of the goods. Once this expiry date is passed uselessly, Oty srl is free from any responsibility and is authorized to issue an additional regular invoice for interests on arrears (ex D.Lgs 231/2002) accrued on capital and for goods storage costs and any further damage.
- 8.2** At the moment of the goods delivery by the forwarder, the customer has to make all the necessary controls to check the possible damages, missing pieces, defects or other apparent imperfections of the delivered goods in comparison to the order. Precisely he must control that:
- 8.2.1 The number of the delivered items corresponds to the number indicated in the delivery note.
- 8.2.2 The packaging is integral, not damaged, not wet or anyway altered, also the closing materials
- Possible damages to the packaging and/or the goods, or the non-correspondence of the number of items or of the indications, must be immediately notified, writing "reservation of control" (and specifying the cause of this reservation) on the delivery note of the forwarder and also confirmed, writing the raised reservations in a recorded delivery letter with receipt of return to Oty srl. Once the delivery note of the forwarder has been signed, the customer could not complain anymore about the external peculiarities of the delivered goods.
- 9- Installation:
- 9.1** The installation and the connection/assembly of the goods, object of the supply, are at the customer's expenses and management. All the products must be connected and installed according to the CE laws, or anyway to those in force, and according to the information contained in the catalogue and in the instruction sheets by skilled and expert personnel. Oty srl declines every responsibility for products sold and/or installed in countries in which there are laws that do not allow their use.
- 10- Returned goods:
- 10.1** Returned goods will be accepted only after written authorization by Oty srl and only if the product will be returned with all its original parts (including the possible documentation and accessories: instruction manuals, cables, etc...), in the original packaging, and within 7 days since the authorization. If just one of these requirements will be missing, Oty srl will return the goods to the sender ex factory. In any case, returned goods are considered free of port to Oty srl seat.
- 10.2** Except for any different instruction, the material will be credited only if it could be resold by Oty srl, net of costs for the control and restoring of it.
- 10.3** Anyway all the special productions, customized or produced according to the customer's specifications, or anyway different from standard Oty light product, as also the feeders/ballasts and housings for recessed items, could not be returned or refused.
- 11- Complaints:
- 11.1** Possible problems concerning the integrity, the correspondence or the completeness of the received goods, or any claim concerning manufacturing and/or quality defects of the goods must be notified in written, otherwise invalid, to Oty within 8 (eight) days since the date of the receipt of the goods (in case of apparent defects and/or imperfections) or since the discovery (in case of non-visible defects and/or defects). Once this term is expired, no complain will be accepted.
- 11.2** For the approval of the complaint, the customer will have to demonstrate the correct maintenance and, if necessary, the correct installation of the product.
- 11.3** Possible claims or complaints, notified either bringing an action or raising an objection, will not allow the suspension of the goods' payments.
- 11.4** If the complaints will result groundless, Oty srl will debit the expenses paid for possible controls on the spot and also the costs and charges for possible surveys even if made by a third part.
- 12- Guarantee:
- 12.1** Oty product is made and controlled according to the CE laws, which guarantee the security and the technical quality of the materials.
- 12.2** Each Oty product has the guarantee foreseen by the laws in force since the delivery date of the goods, and by the way, the guarantee is limited to the items considered faulty and anyway to a maximum amount equal to the one of the bought goods. In any case Oty srl will not be obliged to compensate the customer for direct or indirect damages or for any other financial damage suffered by buyer or by a third part.
- 12.3** To benefit from assistance under guarantee, the customer must show the original invoice (or delivery note) and/or receipt for fiscal purposes.
- 12.4** The guarantee is applied to Oty product, if and only if, it is used correctly, according to its main use and to what is foreseen in the technical instructions attached.
- 12.5** It is excluded from the guarantee each defect of the product caused by a wrong installation, storage, maintenance, connection or assembling (non-observance of the CE laws in force and of the information written in the catalogue and in the possible assembling and instructions sheets), by a faulty servicing, by a wrong use or by a use not according to the technical or employment specifications (non-observance of the servicing and maintenance instructions and of the use conditions), by modifications or repairs, made by the customer or by a third part, by deteriorations or damages caused by external objects or events (such as incidents, blows, fires, acts of vandalism, water loss from pipes, natural or artificial lights (in case of discoloration), bad weather.
- 12.6** Products which have been tampered with or anyway damaged because of overloads, high or low voltage, unexpected chemical/electrochemical/electrical alterations or because of a third party in general have no guarantee.

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- 12.7** During the guarantee period, Oty srl commits itself , at its sole discretion, to substitute or repair the products or the products' pieces which Oty recognizes as faulty , or to reduce or pay back the corresponding price. Possible invoices for repairs made by a third part will not be in any case refunded by Oty srl.
- 12.8** If required , the customer will have to prove the defect with pictures which must be sent to Oty's e-mail address info@otylight.com .
- 13- Payment terms:
- 13.1** Except for any different instruction agreed in written between the parties, the supplies must be paid cash on delivery.
- 13.2** The payment must be made exclusively in Euro.
- 13.3** The customer does not have the right to counterbalance his debts towards Oty with his own possible credits or opposite demands. The customer could not raise any kind of objection to avoid or delay the payment of the required price.
- 13.4** In case of delayed payments, the customer must pay to Oty srl the interests on arrears (ex D.Lgs 231/2002), since the fixed expiry payment term. Possible discounts or allowances will decay.
- 13.5** In addition to what specified in the previous point, if the customer will not pay , even a part of the price, within the fixed expiry term, he will lose the benefit of the postponed payment ("benefit of the term"), also for the existing supplies; Oty srl could appeal to the application of articles no.1460 and 1461 of the Civil Code and therefore suspend the ongoing supplies.
- 14- Withdrawal of the contract
- 14.1** Oty srl has the power to withdraw from the contract, with no charges, if it will know about the existence of protests as also the beginning of judicial (commanding decree) or extrajudicial processes against the client.
- 15- Renounce to recourse
- 15.1** Oty srl does not recognize to the customer the right of recourse (ex art. 131 D. Lgs: 06/09/2005, n. 206 and following modifications).
- 16- Applicable law and competent court:
- 16.1** The sales contract is regulated by the Italian law and it is excluded the application of any other international law or convention.
- 16.2** Considering the possible application of mandatory regulations , for any dispute related to the interpretation, application, execution of the sales contract and/or to the present "general sales terms" or anyhow related to them, the exclusive competent court will be Treviso.

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Specific approval: The customer/purchaser sending an order to Oty srl, admits and clearly confirms to have gone through and, according to the art. 1341 and 1342 C.C., and after reading, to accept and approve integrally and without reserve the above mentioned General Sales Terms, written also in the web site (www.otylight.com), which must be considered as an integral and substantial part of the sales contract and, in particular, the following articles: 1) Invalidity of the General Sales Terms and of the Price lists previously in force; 2) Application and acceptance of the General Sales Terms; 4) Offers and Prices; 5) Orders; 6) Delivery; 8) Pick up of the goods; 9) Installation of the product; 10) Returned goods; 11) Complaints; 12) Guarantee; 13) Payment terms; 14) Withdrawal of the contract; 15) Renounce to recourse; 16) Applicable law and competent court.