

## SUPPLY CONDITIONS

- **ORDERS** - Orders are accepted by fax or email or through the portal [www.braking.com](http://www.braking.com) which can be accessed with the relevant ID and PASSWORD. The order is not considered accepted until written confirmation is sent. Sending the order presupposes a thorough reading and full acceptance of these conditions, which may only be waived by mutual agreement and in writing by the parties.
- **PRICES** - Recommended retail prices excluding VAT. Prices are in euros and do not include charges customs, duties, export taxes and/or fees and similar charges.
- **MINIMUM SUPPLY** - For orders below a value of Euro 150.00, excluding VAT and ancillary charges, cash on delivery or advance bank transfer payment terms shall apply.
- **PAYMENTS** - Are to be made exclusively to our Limbiate domicile, without discounts or rounding. Direct Remittances shall be made within 10 days after the due date stated in the invoice, unless otherwise agreed in the contract. For delayed payment beyond the limits specified in the invoice, interest shall be charged in the amount of the legal interest plus three percentage points and related expenses. Suspending payments or making deductions, reductions or offsets, for any reason and under any circumstances shall **not be** permitted, unless previously agreed in writing with Sunstar Engineering GmbH.
- **DELIVERY** - Ex works from SUNSTAR ENGINEERING EUROPE GMBH Via Virgilio, 6 - 20833 Giuszano (MB) Italy
- **TRANSPORT** - Unless otherwise agreed in writing, transport is organised by SUNSTAR ENGINEERING EUROPE GBMH and carried out by a contracted carrier. Insurance cover is that provided by the carrier used and in accordance with the law in force. The cost of transport is charged to the invoice. Given that the delivery is "EXWorks" [straight out of the factory], it is understood that the goods still travel at the risk of the customer.
- **DELIVERY TERMS:** The delivery terms stated in the order and/or order confirmation, unless otherwise specified, are always to be understood as indicative and not essential.
- **GOODS RETURNS** - We do not accept goods returns unless agreed upon in advance with our Sales Department. For returns caused by incorrect order by the customer and/or agent, Euro 15.00 will be charged for incidental and management expenses. All returns must be sent to the warehouse of SUNSTAR ENGINEERING EUROPE GMBH Via Virgilio, 6 - 20833 Giuszano (MB) Italy.
- **COMPLAINTS** - Any complaints regarding incorrect transport documents and/or invoices must be made in writing no later than 8 days after receipt of the delivery.
- **PRODUCTS:** Sunstar Engineering GmbH reserves the right to make changes to the Products which, without altering their essential characteristics, are necessary and/or appropriate.
- **FORCE MAJEURE:** Sunstar Engineering GmbH shall not be liable for any delays, reductions in ordered quantities, non-deliveries and/or cancellation of deliveries if these are due to unforeseeable circumstances beyond its control, e.g. strike, boycott, lockout, fire, war, civil war, riots and revolutions, requisition, embargo, epidemic (e.g. Covid-19 pandemic) and related measures taken by the authorities.
- **INTELLECTUAL PROPERTY:** The purchase of Products and/or their use does not entail the transfer of any industrial and/or intellectual property rights.
- **DATA PROCESSING** - Sunstar Engineering GmbH is responsible for data processing in accordance with Legislative Decree 196/03 and Regulation (EU) 2016/679 - The complete information is available at [www.braking.com](http://www.braking.com) Below our sales department contact information: ph (+39) 02 97075699 / fax (+39) 02 97075698 / e- mail: [centralino@it.sunstar.com](mailto:centralino@it.sunstar.com) WARRANTY PREMISE The warranty applied to

products is the legal warranty defined by current and applicable Italian law. As it stands at present, this provides that if a product has a conformity defect, the seller (not the manufacturer) is liable for two years after delivery of the product to the user. Sunstar Engineering GmbH (manufacturer), in order to provide a better service to the distribution network, guarantees the seller the same warranty as the seller must give to the original user.

- **TERMS** Sunstar Engineering GmbH warrants that the Product corresponds to the specifications given by the Manufacturer and is free from defects in materials and workmanship. If a defect covered by the warranty is found, it must be reported to the Seller within sixty (60) days of its discovery under penalty of forfeiture. The report must be made in writing and using the appropriate form and must be accompanied by the original user's proof of purchase identifying both the product and the date of purchase (whether purchased retail or sold by a reseller as part of the Product installation). Warranty coverage is limited to two (2) years from the date of purchase by the consumer (evidenced by proof of purchase). The Product which is presumed to be defective must be returned to Sunstar Engineering GmbH at the warehouse of SUNSTAR ENGINEERING EUROPE GMBH Via Virgilio, 6 - 20833 Giussano (MB) Italy, through the distribution chain and at the sender's expense. Sunstar Engineering GmbH shall verify the conformity of the product within a reasonable period of time. If defects or faults due to the manufacturer are found, Sunstar Engineering GmbH shall also reimburse the transport costs incurred by the Customer. In the event that a defect covered by the warranty is confirmed to be present in the Product, the Product shall, at the option of the Customer, be repaired or replaced with a new product. The Manufacturer reserves the right not to repair or replace the defective product but to reimburse the Customer for an amount equal to that incurred in purchasing the good. These warranty limitations do not apply:
  - to any damage made to the product caused, in whole or in part, by misuse, accident, fire, chemical corrosion, use for purposes other than those intended, unlawful use, use on a model other than that intended, incorrect installation, installation contrary to the manufacturer's instructions, or failure to maintain the product in accordance with the manufacturer's instructions
  - oxidation and/or corrosion due to weathering, improper washing of the object or bad storage
  - if the claim relates to performance not corresponding to expectations, noise and vibrations, this must be reported within eight (8) days from its discovery and within six (6) months from the date of purchase. The Product has been designed and manufactured for a specific model and use as indicated in the BRAKING catalogue available on the BRAKING website ([www.braking.com](http://www.braking.com)). The product must be used in accordance with the regulations in force in the region and/or countries in which the vehicle on which the Product is installed is used, including but not limited to the observance of the Highway Code and after obtaining any authorisation/approval, permit or licence required by the region and/or country. In particular, under the regulations in force in Italy (Decree 147 of 5 August 2010), the user who installs any component of the braking system that is different from the original one, is obliged to go to the offices of the Driver and Vehicle Licensing Agency to have the registration certificate updated. The manufacturer is released from any liability for damages and claims in the event that the use of the Product does not comply with the applicable regulations and laws. These Warranty Limitations shall be governed by, and construed and enforced in accordance with, Italian law.

**COURT OF JURISDICTION** For any dispute the competent court shall be the Court of Milan. *The applicable law shall be Italian law.*