

General conditions for sales and delivery from Entrack Europe S.R.L.

1) General

The terms apply to orders and deliveries between Entrack Europe S.R.L. ("Entrack") and customer.

2) Privacy and personal data

Entrack handles all personal data in accordance with the EU regulation 2016/679, General Data Protection Regulation, GDPR. Data protection and handling of personal data at Entrack is defined in the Data protection policy, located at the Entrack website.

3) Prices

Price is confirmed by Entrack in connection with inquiry, quotation or order. The price of a selection of the product range can also be obtained via the website after approved registration.

Entrack reserves the right to change the price from advertising or on the website and confirm the price first in connection with written order confirmation.

As Entrack does not usually trade with private individuals, all prices are excluding value added tax (VAT). However, VAT is added at the time of invoicing based on the legal requirements for the specific delivery.

4) Delivery times

- a) Stocked products are usually delivered from warehouse the same day if order is made no later than 12.00.
- b) Non-stocked items will be delivered as soon as possible after the product has been delivered to Entrack's warehouse. Delivery time is notified to the customer when ordered or when Entrack has received delivery time from supplier, but is only guaranteed when the product is available in Entrack's warehouse.

All delivery times are reserved for incorrect stock quantities. Transportation time from Entrack's warehouse to the agreed delivery address is not included in the agreed and confirmed delivery times, if not separately stated in the order confirmation.

5) Terms of delivery

Ordered products can be collected from the warehouse stated in the order confirmation, or shipped to the address provided in the purchase order of the customer, as agreed between Entrack and the customer.

Delivery terms are EXW (Ex works) or FCA (Free carrier at Entrack's warehouse location), INCOTERMS 2010.

Entrack can arrange shipment to the address specified by the customer, with suitable carrier at Entrack's discretion and on the customer's expense and risk, unless separate agreement is made between the parties.

Transportation cost and packing material cost are not included in the confirmed price, and will be charged separately from the ordered products.

6) Payment terms

Advance payment before delivery or other payment terms as agreed between Entrack and the customer. Entrack reserves the right to change payment terms based on payment history and credit situation of the customer.

Late payment will incur an annual late payment interest of 8%. Statutory fees for payment reminders and debt collection agencies will also be charged to the customer.

7) Warranty and Defects

For any part delivered by Entrack, warranty terms are valid in the following order:

- i) special warranty terms published on the Entrack website



Entrack Europe S.R.L.
Via Farini 3
41051 Castelnovo Rangone (MO)
Tel: +39-059-537816
Email: info@entrackeurope.com
Web: www.entrackeurope.com

- ii) general warranty terms in accordance with 6.1 below.

Claim for defective parts should be made to Entrack immediately after the defect has been identified. Correct and complete claim report including usage time and period, detailed description of the defect and photos illustrating the defect, must be included in the claim before Entrack recognizes and processes the claim.

6.1. Warranty terms

New and previously unused products have a limited product warranty from Entrack to the first buyer of the products. A product defective in material or manufacturing will be repaired or replaced with limitations specified in 6.2, 6.3 and 6.4 below.

6.2. Warranty period

Products from Entrack are covered by limited warranty during a period of 12 months starting from the date of delivery from Entrack, and is only valid for products with correct installation and in normal use.

Wear parts, including but not limited to, bucket teeth, cutting edges and filters, are covered by limited warranty during a period of 3 months starting from the date of delivery from Entrack, but are not covered for normal wear.

6.3. Limitations of warranty

Products from Entrack are covered by warranty up to a maximum value of the invoiced price.

Warranty does not include or cover:

- i) Labour or transportation costs, or taxes or duties incurred by replacement under warranty.
- ii) Replacement or repair of products defective or worn out due to normal wear, incorrect installation, lack of normal or recommended maintenance, or defects caused by a product or component not covered by Entrack warranty.
- iii) Warranty request that is not correctly and completely reported to Entrack in reasonable time after the defect has occurred.

Entrack will in no event cover indirect or consequential damages, including but not limited to, loss of income or revenue, additional costs due to repair or replacement, or any other commercial losses.

6.4. Warranty due to damage in transit or lost shipment

Transfer of risk is specified in the terms of delivery, and customer carries the risk of damaged or lost products after the collection from Entrack's warehouse.

8) Returns

Return of delivered products can only be accepted after prior agreement between Entrack and the customer. Entrack reserves the right to charge a return fee to the customer or refuse returns of delivered products.

9) Limitations due to Force Majeure or events of no control

Entrack should not be considered in breach the terms of the general conditions for sales and delivery in case the obligations is prevented by an event of which Entrack has no control, including but not limited to Force Majeure, labour conflict, acts of terror, war, decisions by Competent Authority, significant operational malfunction at Entrack or subcontractor, or other event that could not reasonably have been foreseen, avoided or overcome.

Entrack must inform customer without delay if such event is hindering the fulfilment of obligations.

10) Applicable law and Dispute resolution

This contract should be interpreted and applied in compliance with Italian law.

Disputes arising out of these Terms and Conditions will be resolved, if Entrack so wishes, by arbitration administered by the Chamber of Arbitration of Milan. The language of the proceedings shall be Italian.



Entrack Europe S.R.L.
Via Farini 3
41051 Castelnovo Rangone (MO)
Tel: +39-059-537816
Email: info@entrackeurope.com
Web: www.entrackeurope.com