

GENERAL TERMS AND CONDITIONS OF SALE AND SUBCONTRACTED MACHINING

(Updated version – January 2026 – 01.01.2026)

Premises:	The present General Terms and Conditions form an integral part of our offers and exclusively govern all sales and machining operations carried out by us. Any general purchasing conditions of the Customer shall not apply unless expressly accepted by us in writing. The conditions set out below also apply to Officine Gualco S.r.l., as the continuation of the business previously carried out by the sole proprietorship Officina Meccanica Gualco, which has taken over ongoing relationships and operates in full continuity with the historical management.
General Provisions:	We reserve the right to amend, supplement or modify these conditions. Any amendments, supplements or modifications will be published on the company website and shall be deemed accepted by the Customer 30 days after publication.
Orders:	An order may originate from the written confirmation of one of our offers or from the Customer sending an official document on company letterhead, complete with order number, issue date, necessary technical references (drawings, revisions, specifications), quantities and agreed conditions. Orders communicated verbally or by telephone may also be accepted; however, in such cases we will still request written confirmation from the Customer. If the Customer is temporarily unable to provide it, we will internally record the technical-commercial requirements communicated verbally and send them to the Customer for written confirmation. Any changes communicated verbally or by telephone must be confirmed in writing; in the absence of such confirmation, we accept no responsibility for errors or misunderstandings. For orders relating to items never previously manufactured or quoted, the price will be determined on a time-and-materials basis (unless otherwise agreed). Requests for cancellation, even partial, of the order(s) cannot be accepted if production of the goods or procurement of materials has already begun.
Prices:	Prices indicated in price lists and quotations are, unless otherwise specified, unit prices, ex-works, and exclusive of VAT.

Officina Meccanica Gualco di Gualco Mario

Via Cascina California, 34/36 – 22036 Erba (CO)

Tel . +39.031.642140 e-mail: info@officinegualco.com website: www.officinegualco.com

P. IVA 00610330136 C.F. GLCMRA58D27E507C

Dal 1977 con entusiasmo e passione

Price Lists:	We reserve the right to modify, with immediate effect, the prices listed in the price list in cases where the adjustment is due to circumstances beyond our control (e.g., an increase in raw material costs).
Payment Terms:	Payment for supplies, according to the amounts indicated on invoices, must be made within the agreed timeframes and methods: • New Customers: upon notice of goods ready (after which the first shipment or pickup may take place); • Regular Customers: according to the terms agreed and indicated on the invoice. In the event of non-payment, the next invoice must be settled upon notice of goods ready. Bank transfer receipts for both categories of Customers must be sent to amministrazione@officinegualco.com and must include the transaction reference code (CRO/TRN). The Customer has no right to apply any set-off, withholding or reduction unless expressly accepted by us. In the event of delayed payments, we are authorized to suspend production and delivery of further material, as well as cancel ongoing orders, without the Customer being entitled to any claim or compensation. The Customer may not invoke force majeure or supervening impossibility to justify delays or non-payment.
Charges for Unpaid Invoices:	In the event of a recalled Ri.Ba, a charge of € 6.00 will be applied on the next invoice. A receipt issued and not settled within the agreed timeframe will incur a charge of € 10.00, which will be invoiced on the next available invoice. We reserve the right to modify these amounts with immediate effect.
Delivery Terms:	Delivery terms are calculated in working days. The delivery date is purely indicative as it depends on production capacity. We do not accept liability for penalties and/or charges of any kind, even if the Customer's general purchasing conditions provide for reimbursements, expenses, damages, production downtime charges, or similar. Delivery terms will be extended by a period equal to the duration of any impediment caused by events beyond our control, such as strikes of any kind, fires, floods, power outages, shortages of raw materials and/or labor, breakdowns of production equipment, whether occurring at our premises or at those of subcontractors performing external treatments or machining (e.g., painting, burnishing, welding, hardening, grinding, etc.)

Officina Meccanica Gualco di Gualco Mario

Via Cascina California, 34/36 – 22036 Erba (CO)

Tel . +39.031.642140 e-mail: info@officinegualco.com website: www.officinegualco.com

P. IVA 00610330136 C.F. GLCMRA58D27E507C

Dal 1977 con entusiasmo e passione

Packaging and Transport:	Packaging is guaranteed according to ordinary needs and characteristics of the goods. Any additional protections requested by the Customer will be carried out only if charged to the Customer and previously accepted in writing. Goods are always considered delivered ex-works and travel at the Customer's risk. If the Customer collects the goods with their own means, we accept no responsibility for any damage during transport. If the Customer is unable to collect the goods, delivery may be made via courier. Responsibility for the condition of the goods transfers to the Customer upon delivery to the carrier; once delivered to the carrier, our responsibility ceases. We will not accept returns, issue credits, or replace goods damaged during transport. If failure to collect the goods results in storage fees, re-deliveries, returns to sender, or other costs, such costs shall be borne by the Customer, even if temporarily advanced by the sender.
Complaints, Defects, Non-Conformities:	Any complaints must be reported within 8 working days from receipt of the goods, via email to tecnico@officinegualco.com. Any communication made by telephone must be confirmed in writing as indicated above.
Tooling:	The cost of tooling required for production or optimization of the production process will be invoiced separately at the time of manufacture and remains our property. If the Customer contributes to the cost of tooling, ownership still remains with our workshop.
Intellectual Property:	Drawings, models, tooling, programs and production processes created or developed by our workshop remain our exclusive property, even if the Customer contributes to their cost.. Unauthorized reproduction or use is prohibited.
Tolerances and Quality:	Machining will be carried out according to the tolerances and specifications indicated on the drawing or technical documentation provided by the Customer. In the absence of indications, general tolerances according to applicable technical standards will apply. Any requests for additional inspections, certifications, testing, or dimensional reports will be carried out only if previously agreed and accepted in writing. In subcontracted machining, scrap management is our responsibility unless otherwise agreed in writing. The quantity produced may vary by 5-8% compared to the order.

Officina Meccanica Gualco di Gualco Mario

Via Cascina California, 34/36 – 22036 Erba (CO)

Tel . +39.031.642140 e-mail: info@officinegualco.com website: www.officinegualco.com

P. IVA 00610330136 C.F. GLCMRA58D27E507C

Dal 1977 con entusiasmo e passione

Materials:	For materials supplied by the Customer, any defects, internal stresses, porosity or unsuitability of the material cannot be attributed to our machining. For materials supplied by us for complete supplies, procurement is based on specifications agreed with the Customer. Any defects or non-conformities attributable to the material manufacturer remain the responsibility of the respective supplier or producer.
Confidentiality (NDA):	For Customers wishing to protect the confidentiality of their business processes or intellectual property rights, a Non-Disclosure Agreement (NDA) form is available on our website. Confidentiality obligations apply only after signing the relevant document: https://www.officinegualco.com/en/forms-documents/nda-eng
Privacy and Jurisdiction:	Personal data processing is carried out in compliance with applicable regulations. The full privacy notice is available on our website at the following page: https://www.officinegualco.com/en/forms-documents/privacypolicy In the event of any dispute not resolved amicably, the competent court is Como.

Officina Meccanica Gualco di Gualco Mario

Via Cascina California, 34/36 – 22036 Erba (CO)

Tel . +39.031.642140 e-mail: info@officinegualco.com website: www.officinegualco.com

P. IVA 00610330136 C.F. GLCMRA58D27E507C