



1. General Sales Condition at www.avbaking.com

1.1 These General Conditions of Sale regulate the process of purchasing products on the website <https://www.avbaking.com/> (the "Site"). The site is owned by the company ECOTEC S.R.L. with registered office in Via G. Di Vittorio, 16/E - 40013 Castel Maggiore (BO) - VAT and Fiscal Code 02424571202 (the "Seller").

1.2 The Seller reserves the right to modify and integrate these General Conditions of the Site at its sole discretion. It is the Buyer's responsibility to check for any changes to these General Conditions.

2. Conclusion of the contract

2.1 Purchases made on this site are governed by these general conditions of sale. At the time of order confirmation on the Website, express acceptance of these Conditions will be requested. The Purchaser undertakes to read the General Conditions carefully before purchasing our Products.

2.2 The contract between the Seller and the Purchaser is understood to be finalized upon acceptance of the order by the Seller, which is sent by e-mail, when the purchased Product is ready for shipment.

3. Purchase methods and orders

3.1 To proceed with the purchase of the Products on the Site, the Purchaser, after adding the Product of interest to the cart, proceeds to create a user profile with his personal data, the delivery address, any billing address, login credentials (email address and password).

3.2 The Purchaser is responsible for the completeness and correctness of the data provided for delivery and billing. By completing the registration process, the Purchaser declares that he expressly accepts these General Conditions.

3.3 All the products that can be viewed on the Site and described in the relative information sheets can be purchased. The images, colors and description of the Products in the Sheets may not be fully representative and may differ from the actual product.



3.4 By submitting an order through the site, the Purchaser makes an irrevocable purchase offer which binds him to pay the price indicated on the Site. The final purchase contract is finalized upon acceptance of the order by the Seller which is intended to be sent with the e-mail confirming the shipment of the Products.

3.5 The completion of the contract is always subject to the payment of the price by the Purchaser, to be made in advance at the time of sending the order through the site. The Purchaser is required to make payment by credit card with sufficient funds available or by bank transfer in advance.

3.6 Order fulfillment is subject to the actual availability of the Products. In the event of temporary unavailability of the product and consequent delay in fulfilling the order, the Seller will promptly notify the Purchaser who may, at his option, request the return of the amount paid or the shipment of the product within the times necessary for the restocking. In the event of cancellation of an order due to an erroneous indication of the availability of a product that is no longer in stock, the Seller will immediately notify the Buyer with a refund of the price paid.

3.7 The Purchaser may request the formulation of personalized estimates via e-mail. In this case, the contract is understood to be concluded upon acceptance of the order placed by e-mail by the Purchaser and upon completion of the balance to be paid by the Seller.

4. Pricing and Billing

4.1 The prices of the Products indicated on the Site always include VAT, transport costs and charges excluded. Upon conclusion of the order, the system automatically applies the VAT in accordance with the law and calculates the estimated shipping costs based on the destination location, the number, type, weight and volume of the Products.



4.2 In the event of significant increases (i.e. not less than 5%) in the cost of the components from the time of the order to delivery, the Seller reserves the right to vary the purchase price by an amount corresponding to the increase.

4.3 At the time of shipment, the Seller issues an electronic invoice complete with all the data provided by the Purchaser at the time of registration. Courtesy copy of the electronic invoice issued will be sent to the Purchaser in pdf format, upon acceptance of the order and shipment of the products.

4.4 The Purchaser is required to scrupulously verify the correctness of the billing data provided: any errors or missing data will in fact be the sole responsibility of the Purchaser.

4.5 In case of purchase of Products that access concessions, loans or for which the Purchaser intends to request tax benefits and deductions, the related file will be managed exclusively by the Purchaser under his full responsibility. In no case will the Seller be required to provide supplementary or additional documentation or declarations to those provided at the time of purchase.

Conditions cannot be subject to modifications, withdrawal or cancellation in the event of failure to obtain concessions or benefits by the Purchaser.

5. Shipping and delivery

5.1 Delivery and shipping times are indicated by the Seller in the order acceptance confirmation. The delivery times indicated could vary in the event of complications or delays in the production phase, in the event that the purchased product is not immediately available in the Seller's warehouse. Timing may also vary based on accessories and customizations required (e.g. special voltages).

5.2 If the Products purchased are to be delivered to an EU country other than Italy, the goods may be subject to import duties and taxes or customs clearance costs, according to the customs policies



and applicable laws based on the country of destination, which shall be understood to be the exclusive responsibility of the Purchaser, who will have to autonomously carry out the relative verification. In the case of foreign shipments, the delivery will be made according to the INCOTERMS terms and the relative method actually applied to the shipment (EXW, FCA, FOB, CFR or other) will be indicated in the purchase invoice.

5.3 In the case of shipments outside the EU, a specific request must be made via e-mail, to the address info@avbaking.com, to verify the times and methods of shipment. Once the appropriate checks have been carried out, the Seller will send a reply containing the estimate and shipping conditions, to be specifically approved in writing with the order confirmation.

5.4 In the event of unpredictable delays at the time of the order, the Purchaser will be promptly notified. In no event can the delay in delivery be considered by the Purchaser for claims for damages or indemnity.

6. Returns and right of withdrawal

6.1 In the event that the Purchaser is a consumer, pursuant to Legislative Decree 206/2005 (Consumer Code), he may exercise the right of withdrawal within the terms of the law without providing explanations or reasons to the Seller.

6.2 To exercise the right of withdrawal, a communication must be sent, within 14 days from the date of receipt of the Products, by registered mail with acknowledgment of receipt addressed to: ECOTEC S.R.L. with registered office in Via G. Di Vittorio, 16/E - 40013 Castel Maggiore (BO).

6.3 The Seller, having received the notice of withdrawal, will send a communication requesting the shipment of the Product. The Purchaser undertakes to ship the Product at his own expense, in its original packaging, duly packed, free of damage and complete in all its parts (including internal and external protections and documentation, including manuals, certifications, etc.).



6.4 Once the Product has been received and its integrity and absence of damage or defects have been verified, the Seller will reimburse the Purchaser for the price paid, with the exception of transport costs, using the same payment method chosen during the purchase , within the following 14 working days.

6.5 The Seller is not liable for damage, theft or loss of the Product. The right of withdrawal is excluded in the event of damage to the packaging or non-intact packaging, lack of parts or accessories of the Product, discrepancies not present at the time of purchase.

6.6 The right of withdrawal referred to in this article is also excluded in the case of products made to measure or customized by the Buyer.

7. Guarantees and methods of assistance during the guarantee period.

7.1 The warranty starts from the date of issue of the purchase invoice and extends to the mechanical and electrical parts.

7.2 The Products are delivered complete with the CE conformity certifications and all the mandatory sales documentation, including the instruction and installation manual.

7.3 In the event that the Purchaser is a consumer, any lack of conformity. The Purchaser must be in possession of a receipt or purchase invoice.

7.4 In all other cases (when the Purchaser is not a consumer) the Purchaser is required to check the Product and its correct functioning within 7 days of delivery and to activate the request for assistance within 7 days using the appropriate procedure available in the Purchaser's profile (online assistance ticket opening via email), under penalty of forfeiture of the warranty.

7.5 Assistance during the warranty period is provided by the Seller in the manner deemed most appropriate, at its sole discretion, depending on the problem actually encountered and its complexity. In particular, once the assistance procedure has been activated, the Seller may alternatively:



- Provide telephone assistance, where he believes that the problem can be resolved through remote assistance;
- Send the spare parts necessary to solve the problem: in this case, any labor and shipping costs will be borne exclusively by the Purchaser;
- Provide for the repair or restoration of the product at its own site (generally carried out for motors, timers, electronic control panels, spirals, columns and tanks) or, for areas not reached by the Seller, through its collaborators and partners: in this case the Purchaser must send the Product at his own expense to the Seller's headquarters. The Product under warranty must be returned by the Purchaser in the original, properly sealed package, complete in all its parts. To this end, the Purchaser is required to keep the original packaging and all documentation of the Products until the expiry of the warranty period.

7.6 In no case is the provision of labor services offered on the Products, to be intended always for a fee. Defects due to wear resulting from normal use of the Product are also excluded from the guarantee.

7.7 The guarantee does not apply to defects deriving from force majeure and/or fault and act of the Purchaser such as, by way of example, inexperience, negligence, overload, accidents, falls, deterioration of the conditions of the Product due to negligence, improper use (use of unsuitable ingredients and products, use in unsuitable environments, tampering, unauthorized modifications), failure to observe the instructions contained in the instruction manual, tampering, incorrect installation, poor or omitted maintenance. In such cases, the Purchaser is considered to have lost the legal guarantees and will be charged for all costs of verification, restoration and repairs incurred.

7.8 The warranty does not include only the repair or replacement of the Products, with the exclusion of any right to compensation for damages for the Purchaser.

8. Installation and after-sales service



8.1 The Seller does not carry out the installation and technical assistance of the Products. The installation of the Products is the sole responsibility of the Purchaser.

8.2 Any after-sales assistance services can be requested from the Seller, who undertakes to provide a complete estimate of the costs and timing of the service via e-mail as soon as possible.

9. Repairs and Replacements

9.1 Any repairs, replacements and delivery of spare parts outside the cases of the legal guarantee are carried out by the Seller for a fee and according to availability.

9.2 The Purchaser may send any request for assistance to the e-mail address info@avbaking.com to obtain an estimate of the costs and indicative times, which must be returned signed for acceptance in case you want to follow up on the request for replacement, repair or maintenance. The dispatch of spare parts is subject to prior verification of availability and delivery times may vary according to the availability of the component in the warehouse.

10. Intellectual Property

10.1 The Seller is the exclusive owner and/or licensee of all intellectual property rights present on the Site, including trademarks, names, designs, layouts and graphics, of which any reproduction, counterfeiting or imitation is strictly prohibited.

10.2 All the contents published on the Site are the exclusive property of the Seller, in particular the images, texts, cards, manuals, drawings and any and all reproduction, total or even partial, is prohibited without the written consent of the Seller.

11. Applicable law and jurisdiction

11.1 These General Conditions are governed by Italian law. The exclusive jurisdiction for any disputes arising from the interpretation and/or validity of the Conditions and/or the interpretation, validity or execution of the sales contracts will be devolved to the Court of Bologna.