

**indelB**



**AUTOCLIMA**

SYSTEMS,  
AIR CONDITIONING



AND  
REFRIGERATION  
SYSTEMS  
FOR VEHICLES

# Sales Conditions

## 1. GENERAL PROVISIONS

(a) The terms and conditions set out below (the "General Conditions of Sale") form an integral part of the contracts concluded between AUTOCLIMA and the Buyer for the supply of AUTOCLIMA products (the "Products");  
 (b) The General Conditions of Sale apply to all transactions concluded between AUTOCLIMA and the Buyer without the need for an express reference to them or a specific agreement to this effect at the conclusion of each individual transaction. Any different condition or term applies only if confirmed in writing by AUTOCLIMA;  
 (c) AUTOCLIMA reserves the right to modify, integrate or vary the General Conditions of Sale, attaching such variations to the offers or to any correspondence sent in writing to the Buyer. Such variations will be considered as accepted by the Buyer, after 30 (thirty) days from the date of receipt, without prejudice to the Buyer's right to declare in writing to AUTOCLIMA, within such term, any intention not to accept them.

## 2. ORDERS:

(a) All orders must be sent in writing (e-mail, post).  
 (b) AUTOCLIMA's offers are always to be considered subject to final reconfirmation by AUTOCLIMA, even after acceptance by the Buyer, in particular with reference to quantities, prices and delivery terms.  
 (c) Orders placed by the Buyer are not considered accepted until they have been confirmed in writing by AUTOCLIMA. In the event that AUTOCLIMA does not provide written confirmation of an order negotiated verbally, the issuing of the invoice by AUTOCLIMA or the execution of the order by AUTOCLIMA will be considered as confirmation.  
 (d) Orders and/or changes to orders placed verbally or by telephone must be confirmed in writing by the Buyer. Otherwise AUTOCLIMA assumes no responsibility for any errors or possible misunderstandings.

## 3. PRICES:

unless otherwise agreed, orders will be processed according to the prices in force on their date of issue. The prices in the AUTOCLIMA price list are expressed in Euros (€) and are net of VAT and installation and replace and cancel all previous ones, together with any other previous communication in this regard. AUTOCLIMA reserves the right to change the prices in its price list without prior notice. Packaging is included in the price.

## 4. DELIVERY TERMS

(a) Unless otherwise agreed in writing, any delivery term indicated is not binding for AUTOCLIMA. Unless otherwise agreed between the parties, the indicative delivery term is that specified in the order confirmation;  
 (b) AUTOCLIMA reserves the right to make partial deliveries, invoicing the Buyer for the products delivered;  
 (c) Any liability for delivery resulting from force majeure or other unforeseeable events not attributable to AUTOCLIMA, including, without limitation, strikes, natural disasters, wars, lockouts, provisions of the public administration, subsequent blocks on export or import possibilities, in consideration of their duration and scope, release AUTOCLIMA from the obligation to respect any agreed delivery deadline;  
 (d) AUTOCLIMA is not obliged to accept returns of products, unless expressly agreed in writing. Any costs incurred for this purpose are borne by the Buyer.

## 5. RETURNS:

all material is returned FCA Cambiano (TO). The goods travel at the buyer's risk. Faults, shortages or damages occurring during transport must be contested to the courier.

## 6. RETURNS OF GOODS:

returns of goods due to order cancellations or errors in the formulation of the order will be subject to prior written authorization by AUTOCLIMA. In any case, the material must be returned carriage paid and completely intact in all its parts. In addition, a flat rate reduction of 20% of the credit will be applied to cover the costs of management, control and restocking. In any case, returns of material are not permitted without written authorization by AUTOCLIMA SPA.

## 7. CONFIDENTIALITY:

the Buyer undertakes not to disclose or use, in ways other than those provided for by the contractual obligations, the commercial, corporate and technical data and information of which he may become aware during the execution of the contract itself.

## 8. PAYMENT:

Until full payment, the goods will remain the property of AUTOCLIMA SPA (without prejudice to the transfer of any risk relating to the same to the buyer). Any delay in payment will automatically generate the suspension of deliveries and any other service or provision in progress. Without prejudice to the legal actions that AUTOCLIMA intends to pursue, interest will also be applied equal to the discount rate published from time to time by the Bank of Italy, plus a penalty of 2% monthly, on the amount of the value due, calculated from the due date to the date of actual payment.

## 9. DUTY OF INSPECTION AND ACCEPTANCE OF THE PRODUCTS:

(a) Upon taking delivery of the Products, the Buyer must immediately:  
 (i) check the quantities and packaging of the Products and record any objections in the delivery note as well as accepting the goods from the courier "with reservation";  
 (ii) carry out a conformity check of the Products with respect to what is indicated in the order confirmation and record any discrepancy in the delivery note.  
 (b) In the event of a complaint of defects, the Buyer must comply with the following procedures and terms:  
 (i) the communication must be made within no more than 2 (two) working days from the date of receipt of the Products by the Buyer. In the event that the complaint relates to a defect that, despite the initial inspection, has remained hidden, the complaint must be made as soon as possible by the end of the working day on which the defect was discovered and, in any case, no later than 8 (eight) working days from the date of receipt of the Products;  
 (ii) the detailed communication must be sent in writing to AUTOCLIMA within the terms indicated above. Any communication made by telephone will not be accepted;  
 (iii) the communication must clearly specify the type and amount of the alleged defects, photographs proving the damage and shipping documents;  
 (iv) the Buyer agrees to make the disputed Products available free of charge, upon simple request by AUTOCLIMA, for inspection; such inspection will be carried out by AUTOCLIMA or by an expert appointed by AUTOCLIMA.  
 (c) No objection regarding the quantities, quality, type and packaging of the Products may be made except through communication on the delivery note, in accordance with the procedure indicated above.  
 (d) Any Product for which no objection has been raised in accordance with the procedures and terms indicated above is considered approved and accepted by the Buyer.

## 10. PROCESSING OF PERSONAL DATA:

The Buyer's personal data will be processed in accordance with the provisions of the European and Italian legislation on the processing of personal data (EU Reg. 679/2016; Legislative Decree 196/2003 and subsequent amendments). AUTOCLIMA informs the Buyer that AUTOCLIMA SpA is the data controller and that the Buyer's personal data are collected and processed exclusively for the execution of this agreement and the obligations established by law, by a European regulation or by other applicable legislation. The Buyer declares to have received from AUTOCLIMA, before the collection of personal data by the same, the information referred to in art. 13 of EU Regulation 679/2016 intended for customers.

## 11. WARRANTY:

The warranty period for our products is 24 months from the date of installation on the vehicle, proven by the Warranty Certificate duly completed in all its parts and in any case for a maximum period of 27 months from the date of delivery of the same by Autoclima S.p.A. with a limit of 100,000 km travelled (or 1600 hours of operation). In the event that the Buyer is a private consumer, the warranty period will last 24 months from the date of installation on the vehicle, and in any case for a maximum period of 27 months from the date of delivery of the same by Autoclima S.p.A. Each A/C system component installed separately from other AUTOCLIMA products will not benefit from any Warranty. The air conditioners and refrigerators produced by AUTOCLIMA are exclusively intended for the conditioning of spaces occupied by people and the refrigeration of foodstuffs respectively. Any other use or application not expressly authorised in writing by AUTOCLIMA will void the warranty and release AUTOCLIMA from any liability for damage to people, animals or things. AUTOCLIMA will not be liable for defects in the products that are not covered by the legal guarantee of conformity, such as damage caused by normal wear and tear, accidents or unauthorised modifications. The Warranty is made operational only on interventions carried out by AUTOCLIMA Authorised Service Points. The validity of the Warranty ceases when the defect is attributable to incorrect installation, non-compliant use, lack of maintenance and for all transformations, modifications or interventions not authorised by AUTOCLIMA or not carried out by our Authorised Service Points. Consumable materials subject to natural wear and tear such as, for example, belts, filters, refrigerant, etc. are not covered by the warranty. For further details, refer to the "International Warranty Procedure".

## 12. USE OF THE BRAND:

the name, brand and logos representing AUTOCLIMA belong to the latter and cannot be used by the Buyer unless expressly authorised. The use of the trademark, logo and other distinctive signs of the company is permitted only with prior written authorization. The use of the trademark in such a way as to damage the reputation of the company or confuse consumers is prohibited. The trademark is protected by intellectual property laws. Any unauthorized use will be prosecuted.

## 13. APPLICABLE LAW AND JURISDICTION:

These general conditions of sale are governed by Italian law. The court of Turin has jurisdiction over any dispute.

## 14. FINAL PROVISIONS:

(a) The invalidity in whole or in part of individual provisions of these General Conditions of Sale does not affect the validity of the remaining provisions.  
 (b) These General Conditions of Sale are drawn up in two languages: Italian and English. In the event of doubts of interpretation, the Italian version will prevail. Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Buyer specifically approves the provisions referred to below: Art. 1 (b) - Applicability of the general conditions of sale to all contracts; Art. 3 - Prices and payment terms; Art. 4 - Delivery terms; Art. 5 - Returns; Art. 8 - Payment; Art. 9 - Duty to inspect and accept products; Art. 11 - Warranty terms; Art. 12 - Use of the trademark; Art. 13 - Applicable law and competent court; Art. 14 Final provisions.

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# AIR CONDITIONING

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CONDIZIONAMENTO



**ROOF VENTILATION**

**COWL**

ROOF VENTILATION

COWL

ROOF VENTILATION

COWL

ROOF VENTILATION

COWL

ROOF VENTILATION

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# UNIVERSAL ACCESSORIES

## AERATOR WITH AIR EXTRACTION FUNCTION



	Cod.	Voltage	Air flow
24 V	20270235	24 V	200 m3/h
12 V	20270232	12 V	200 m3/h

NOTE:

## AIR DISTRIBUTION DIFFUSER



Cod.
20270238

NOTE:

**UNIVERSAL ACCESSORIES****ROOF VENTILATION OPENING WITH VENTILATION  
FUNCTION**

	Cod.	Voltage	Air flow	
12 V	20270232	12 V	200 m3/h	
24 V	20270233	24 V	200 m3/h	

NOTE:

# THE REFRIGERATION BY AUTOCLIMA

## HEADQUARTERS AND SUBSIDIARIES

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