

English translation of the original Italian version at <https://speeco.tech/AV-IT-04032026.pdf>

## 1. Definitions

In these general terms and conditions, the following definitions apply:

- **Speeco:** Speeco S.r.l. (VAT & Tax Code: 04851710162 - R.E.A. BG-494003) located at Via Domenico Cimarosa 2, 24125 Bergamo (BG), Italy, the user of these Conditions.
- **Customer:** any natural or legal person with whom Speeco enters into an Agreement or negotiations and/or to whom an offer is made.
- **Agreement:** the agreement(s) concerning the sale of Products by Speeco to the Customer.
- **Party/Parties:** Speeco and/or the Customer.
- **Products:** the goods, however named or indicated, offered by Speeco (including via the webshop) and/or delivered to the Customer under an Agreement.
- **Conditions:** these general terms and conditions of Speeco.

## 2. Applicability

- **2.1.** These Conditions apply exclusively to all offers, quotes, and Agreements. Additional or deviating provisions are valid only if agreed upon in writing by the Parties. These Conditions also apply to any future legal relationships between Speeco and the Customer.
- **2.2.** If the Customer uses their own general (purchase) conditions with deviating terms, these are expressly rejected by Speeco.
- **2.3.** If any provision or part of a provision is declared void or unenforceable, this does not affect the validity of the remaining provisions. The Parties will consult to replace the unenforceable part with a valid provision.

## 3. Offers, Quotes, and Formation of Agreement

- **3.1.** All offers and quotes from Speeco are non-binding unless expressly stated otherwise. The Customer cannot derive any rights from printing errors, inaccuracies, or changes.
- **3.2.** Agreements (and amendments) are formed by Speeco's written and/or electronic confirmation. An Agreement may also be formed if Speeco executes the order without prior confirmation. In such cases, the Customer bears the risk for the execution and resulting costs.
- **3.3.** For Agreements where no formal quote is sent due to nature or size, the invoice is considered a correct representation of the Agreement.
- **3.4.** Speeco reserves the right to refuse orders or attach further conditions to delivery.
- **3.5.** Offers do not automatically apply to future legal relationships.

#### **4. Prices**

- **4.1.** Prices are in Euros (€) and exclude VAT and import duties unless stated otherwise.
- **4.2.** Speeco may increase prices due to rising cost factors (wages, taxes, raw materials, energy, exchange rates, etc.). Such increases do not entitle the Customer to dissolve the Agreement. Price increases apply only to unexecuted parts of the Agreement.
- **4.3.** If a Product is unavailable, the Customer will be notified within one month and may cancel the order free of charge. If already paid, Speeco will refund the amount or offset it against outstanding claims. No further damages are owed.

#### **5. Payment**

- **5.1.** Payments must be made within the terms stated on the invoice or, if unspecified, within 30 days of the invoice date. Failure to pay results in automatic default without notice.
- **5.2.** Late interest is 1.5% per month, or the statutory commercial interest rate (D.Lgs. 231/2002) if higher.
- **5.3.** All judicial and extrajudicial collection costs are borne by the Customer. Extrajudicial costs are at least 15% of the invoice amount, with a minimum of €750.00.
- **5.4.** Speeco may require prepayment or security. Failure to provide this entitles Speeco to dissolve the Agreement and claim damages.
- **5.5.** Payments first cover collection costs, then interest, and finally the oldest outstanding principal amounts.
- **5.6.** Set-off or suspension of payment by the Customer is prohibited without Speeco's express consent.

#### **6. Terms, Delivery, and Transfer of Risk**

- **6.1.** Delivery terms are indicative and not strict deadlines unless agreed in writing.
- **6.2.** Speeco is only in default after being given written notice of default by the Customer.
- **6.3.** Delivery periods are extended by the duration of any delays caused by force majeure or the Customer.
- **6.4.** If the Customer fails to accept Products or provide necessary info, they are in default, and all resulting costs (e.g., storage) are for their account.
- **6.5.** Speeco may deliver in installments and invoice each separately.
- **6.6.** Risk passes to the Customer upon delivery.

## **7. Defects and Shortcomings**

- **7.1.** The Customer must inspect Products upon delivery. Visible defects must be reported within 8 days of discovery (aligned with Art. 1495 Italian Civil Code), and at latest within 14 days of delivery. Otherwise, the Products are deemed approved.
- **7.2.** Hidden defects must be reported in writing within 8 days of discovery, or all claims are forfeited.
- **7.3.** Invoice errors must be reported in writing within 7 days of the invoice date.
- **7.4.** Minor deviations do not suspend payment obligations.

## **8. Warranties**

- **8.1.** If Speeco grants a warranty for material or manufacturing defects, it is limited to repair, replacement, or a reasonable partial refund at Speeco's discretion.
- **8.2.** No other rights, specifically damages for use, can be derived from the warranty.
- **8.3.** Warranty rights are forfeited if the Customer fails to meet payment obligations.

## **9. Force Majeure**

- **9.1.** In case of force majeure, Speeco may suspend execution or dissolve the Agreement without being liable for damages. Parts already delivered must be paid for.
- **9.2.** Force majeure includes: war, floods, epidemics, raw material shortages, strikes, and severe weather.
- **9.3.** If delivery is suspended for more than two months due to force majeure, the Customer may dissolve the Agreement.

## **10. Liability**

- **10.1.** Speeco is not liable for damage caused by incorrect info from the Customer.
- **10.2.** Speeco is not liable for damage from unauthorized or negligent use/maintenance.
- **10.3.** Liability is limited to repair, replacement, or partial refund.
- **10.4.** Only direct damages resulting from intent or gross negligence of Speeco's management are covered.
- **10.5.** Indirect damages (loss of profit, data, orders) are never liable.
- **10.6.** Compensation is capped at the insurance payout or, if none, the invoice value up to a maximum of €2,500.00.
- **10.7.** Liability is forfeited if the Customer alters, repairs, or resells the Product outside normal business practices.
- **10.8.** Claims expire one year after delivery.
- **10.9.** Customer indemnifies Speeco against third-party claims.

## **11. Retention of Title**

- **11.1.** Products remain Speeco's property until full payment of all claims, including interest and costs, is received (Art. 1523 Italian Civil Code).
- **11.2.** The Customer may not pledge or encumber Products under retention of title. Violation makes the full price immediately due.

## **12. Intellectual Property**

- **12.1.** All rights to designs, (3D) models, and Products belong exclusively to Speeco. Unauthorized reproduction or disclosure is prohibited.
- **12.2.** Modification of IP markings is prohibited.

## **13. Personal Data**

- **13.1.** Parties process personal data in accordance with the GDPR (Regulation EU 2016/679).
- **13.2.** Technical and organizational measures must be taken to protect data.

## **14. Suspension and Dissolution**

- **14.1.** Speeco may suspend or dissolve the Agreement (Art. 1456 Italian Civil Code) if the Customer breaches obligations, faces insolvency, or undergoes liquidation.
- **14.2.** In such cases, all claims become immediately due.

## **15. Amendment of Conditions**

- **15.1.** Speeco may unilaterally amend these Conditions with one month's notice.
- **15.2.** The latest version is available at [www.speeco.tech](http://www.speeco.tech).

## **16. Applicable Law and Jurisdiction**

- **16.1.** All legal relationships are governed exclusively by **Italian Law**. The Vienna Sales Convention is excluded.
- **16.2.** The **Court of Bergamo** has exclusive jurisdiction. Speeco reserves the right to bring disputes before any other legally competent court.