

GENERAL TERMS AND CONDITIONS OF SUPPLY of AUDIO EFFETTI SRL – updated May 2026**I) VALIDITY AND EFFECTIVENESS OF THE TERMS AND CONDITIONS OF SALE**

1. All supplies, services and offers provided by Audio Effetti S.r.l. are subject to the following general terms and conditions, which shall be deemed valid and applicable to any future commercial dealings, even if not expressly referred to.

II) QUOTATIONS, ORDERS AND ADVANCE PAYMENTS

1. Quotations provided by Audio Effetti S.r.l. are non-binding. Any verbal agreements, including those made by telephone or email, shall be considered binding on Audio Effetti S.r.l. only if they are subsequently confirmed in writing following a written proposal sent to the registered office of Audio Effetti S.r.l.
2. Contractual offers for orders of equipment are deemed irrevocable. Audio Effetti S.r.l. reserves the right to accept the aforementioned offer within a reasonable period. Any advance payments made by the proposer are non-interest-bearing and serve solely to bind the contractor; they will be refunded should Audio Effetti S.r.l. not accept the contractual offer.
3. The supply is limited to what is specified and described in the acceptance of the contractual proposal submitted by the customer.
4. Drawings and illustrations relating to the goods and equipment used in the production and marketing activities of Audio Effetti S.r.l. are for illustrative purposes only. Audio Effetti S.r.l. reserves the right to make any modifications and alterations to the aforementioned products that it deems necessary, provided that such changes do not affect the product's intended use.

III) PRICE OF GOODS

1. The prices quoted by Audio Effetti S.r.l. are exclusive of VAT and the amount applicable on the date of confirmation of the irrevocable offer.

IV) DELIVERY OF GOODS

1. Delivery times are calculated in working days and are not binding, but merely indicative. Any delays in delivery shall not give rise to any claim for damages.
2. The purchaser undertakes to accept partial deliveries as constituting partial performance of the contract entered into. Each partial delivery is considered to be an independent transaction.
3. As the right of withdrawal does not apply to transactions between businesses in the B2B market, should the purchaser refuse to accept the goods ordered, Audio Effetti S.r.l. will arrange for their storage and insurance on behalf of the defaulting purchaser, and reserves the right to claim reimbursement for the costs and expenses incurred.

V) TRANSPORT

1. The goods shall travel at the buyer's risk, even if sold on a free-on-board basis, and even if they are returned to the seller for any reason.
2. The cost of packaging the goods, where requested or necessary, shall be borne by the purchasing customer and invoiced to them, unless otherwise expressly agreed between the parties.
3. The goods are taken over at the premises of Audio Effetti S.r.l., and any risk of damage or loss, or indeed any damage occurring to the goods, shall be borne by the purchaser, regardless of the means of transport used.
4. Insurance on the goods to be supplied will only be taken out if expressly requested by the buyer, who shall bear the full cost thereof.
5. The goods supplied are delivered 'kerbside', and the costs of loading and unloading are borne entirely by the customer.
6. Audio Effetti S.r.l. accepts no liability for any inconvenience caused by delays or disruptions to transport services; any claims against transport operators must be made by the recipient.

VI) WARRANTIES

1. Audio Effetti S.r.l. guarantees the proper functioning of the product for the period specified in the warranty certificate attached to each product, commencing from the date of delivery. Any faults or defects must be reported in writing to international@audioeffetti.it within 8 days of discovery. Failure to comply with this requirement, as well as any failure or delay in payment, will result in the warranty becoming void.
2. For full details of the warranty terms and conditions, please refer to the appendix – Product Warranty.

VII) LIABILITY

1. Audio Effetti S.r.l. accepts no liability for any injury to persons or damage to property that may arise from the improper use of the machinery or equipment supplied, including during the trial period.

VIII) TECHNICAL SPECIFICATIONS

1. The descriptions and illustrations of the products are for guidance only, and Audio Effetti S.r.l. reserves the right, without prejudice to the essential characteristics of the equipment, to make any changes deemed necessary at any time and without prior notice.

IX) BREACH OF CONTRACT

1. In the event of breach or unjustified refusal of supply by the purchaser, the latter shall pay Audio Effetti S.r.l. a sum equal to 34% of the total supply amount as loss of profit and reimbursement of expenses incurred to fulfill the order, without prejudice to the right to compensation for further damages.

X) SCOPE OF APPLICATION

1. Invoices issued are deemed to include these general terms and conditions.
2. These general terms and conditions apply to all existing and future dealings between the signatory parties.
3. Any agreements that deviate in whole or in part from these general terms and conditions must be set out in a written document signed by the contracting parties.

XI) SOLVE ET REPETE CLAUSE

1. The purchaser may not suspend or delay the payments agreed in the contract, nor may they raise any objections that might in any way prevent payment or the performance of the contract.
2. The purchaser may not bring legal proceedings until payment for the goods has been made.

XII) GOVERNING LAW AND JURISDICTION

1. The parties expressly exclude the applicability of the provisions of the United Nations Convention on Contracts for the International Sale of Goods, adopted in Vienna on 11 April 1980, to the contracts concluded between them.
2. The parties expressly agree that the laws in force in Italy shall apply to this contract and to all contracts governed by the aforementioned general terms and conditions. The contract is deemed to have been executed in Genoa, regardless of the place where the order was accepted. The Court of Genoa shall have exclusive jurisdiction over any dispute concerning the interpretation or performance of this contract.

For acceptance

Customer's stamp and signature.

APPENDIX I – PRODUCT WARRANTY**I) SCOPE OF THE WARRANTY**

1. Technical support and the standard warranty are provided exclusively for products purchased from Audio Effetti S.r.l., which guarantees that the products it sells are free from manufacturing defects for the period specified below:
 - **Products intended for professional use:** 24 months from the date of purchase.
 - **Spare parts and repair work:** 6 months.
 - **Accessories, batteries and consumables:** 3 months.
 - **B-stock products certified by Audio Effetti S.r.l. prior to sale:** 3 months.
2. The warranty is valid from the date of actual delivery of the product and is subject to any changes that may apply in accordance with the specific warranty terms offered by the manufacturer of the product.
3. No renewals or extensions of the warranty period will be granted following replacements or repairs carried out under warranty.

II) CONDITIONS OF APPLICABILITY

1. This warranty covers only manufacturing defects in the product, limited to defective or non-compliant materials, discovered during normal use of the product; such use must be in accordance with the manufacturer's specifications, the instruction manual and, in any event, common sense.
2. The following are not covered by the warranty:
 - a. Defects resulting from misuse, neglect, inadequate maintenance or alterations to the product.
 - b. Normal wear and tear of components subject to deterioration (for example: lamps, fuses, cables, connectors, magnetic heads, faders, laser pickups, laser diodes and LEDs).
 - c. Damage caused by power surges, overcurrent, insufficient or unstable power supply, lightning strikes, or extreme environmental conditions, or conditions unsuitable for the use of the product as specified by the manufacturer.
 - d. Any damage resulting from the product being transported or stored incorrectly.
 - e. Products that have been modified, repaired or tampered with by personnel not authorised by Audio Effetti S.r.l.

III) HOW TO MAKE A WARRANTY CLAIM

1. The warranty is limited to the repair of the product and/or the free replacement of components found to be defective due to manufacturing faults. Should Audio Effetti S.r.l. deem repair to be impossible or impractical, the warranty service may also be provided by replacing the product with another one having the same or similar technical and functional characteristics as the one being replaced; this replacement may be a refurbished unit and therefore not new, but in full working order.
2. To make a claim under the warranty, the Purchaser must:
 - a. Send a request for Return Merchandise Authorization (RMA) on <https://audioeffetti.com/en/rma> or per email to international@audioeffetti.it within the warranty period, stating the serial number and product type, and providing a detailed description of the problem.
 - b. Attach a copy of the proof of purchase (invoice or receipt).
 - c. Attach any photos to highlight or clarify the nature of the problem.
3. The faulty product must be shipped directly to Audio Effetti S.r.l., once you have received confirmation of your request by email.
4. The cost of return shipping for professional products under warranty is borne by the purchaser and includes costs of shipping, insurance, duties, customs clearance, etc.

IV) WARRANTY CLAIMS

1. If the warranty claim is valid, Audio Effetti S.r.l. reserves the right to choose the method of repair from the following options:
 - a. Replacement of the faulty component with a new or reconditioned one of equivalent functionality within 30 days of receipt of the faulty product.
 - b. Free repair of the faulty product.
 - c. Replacement of the product with a new, equivalent or refurbished item if repair is not possible or not cost-effective.
2. Replaced products and/or components shall become the property of Audio Effetti S.r.l. In the event of a service request for products not covered by the warranty, the Purchaser may request a repair quote.

V) LOSS OF WARRANTY

1. The warranty is void in the following cases:
 - a. Failure to follow the product's instructions for use and maintenance.
 - b. Removal or alteration of the product's serial number.
 - c. Repairs or modifications carried out without written authorisation.
 - d. Installation in environments that do not comply with the product specifications, as described in the instruction manual and, in any case, in accordance with common sense.

VI) LIMITATIONS OF LIABILITY

1. To the extent permitted by law, Audio Effetti S.r.l. makes no other express or implied warranties beyond those specified in this document. Under no circumstances shall it be liable for any indirect, incidental or consequential damages, including loss of profit, damage to third parties or expenses arising from any interruption in the use of the product.

For further information or to request assistance, please contact our customer service team at international@audioeffetti.it or visit our website <https://audioeffetti.com>.

APPENDIX II – RETURNS

Audio Effetti S.r.l. operates exclusively in the B2B (Business-to-Business) market. Consequently, the right of withdrawal does not apply, as provided for by law and as set out in point IV) 3. of these General Terms and Conditions of Supply.

Notwithstanding the above, Audio Effetti S.r.l. reserves the right, at its discretion, to accept the return of purchased goods under the conditions and for the specific cases set out in the following paragraphs.

I) TYPES OF RETURNS ACCEPTED

Returns are only accepted in the following cases, in accordance with the procedures and timeframes set out below:

1. Transport damage
2. DOA (Dead On Arrival)
3. Delivery of a product different from the one ordered
4. Goods that do not match the description on the “AudioEffetti.com” online platform

II) TIMELINES AND PROCEDURES

1. Transport damage

The claims procedure for transport damage may be initiated by a customer of Audio Effetti S.r.l. only if the customer has accepted the goods with SPECIFIC RESERVATION, meaning that upon delivery of the goods by the courier, the customer must always and expressly tick the box for ‘acceptance with specific reservation’. Failing this, in the event of damage caused during transport, Audio Effetti S.r.l. shall not be liable for such damage.

In the event of damage to the goods – provided acceptance took place with specific reservation – the customer receiving the shipment must send a request for an RMA to international@audioeffetti.it within 6 days of receiving the goods, and must email photographic evidence of each damaged product, the serial number (if applicable) and/or details of the damaged packaging.

Audio Effetti S.r.l. will compile, in full and with the assistance of warehouse staff, the following list of information:

- consignment number
- proof that the customer signed for the goods subject to specific reservation
- Delivery note/invoice number
- photo of the entire product received by the customer, packaged and on a pallet (where applicable), clearly showing the shipping label to demonstrate the extent of the damage
- photo of the goods as they left Audio Effetti S.r.l.
- value of the product
- weight of the product

Once the RMA has been confirmed, each case will be assessed to determine whether the damaged goods should be returned to Audio Effetti S.r.l. or disposed of (e.g. damaged containers of liquids).

If the damaged goods are in stock, they will be promptly replaced for the customer; otherwise, a credit note will be issued in their favour.

In the case of insured shipments, Audio Effetti S.r.l. will also contact the courier to request a refund equal to the insured value of the damaged goods.

2. DOA (Dead On Arrival)

Should the customer receive goods that are faulty or damaged (excluding damage caused during transit), they must send a request for an RMA to international@audioeffetti.it within 30 days of receiving the goods, and enclose the following photographic evidence of the non-functioning products, including the serial number (if available), a description of the problem encountered and proof of the fault. Furthermore, it will be necessary to verify that the product was received with intact packaging and that the DOA is not the result of damage occurring during transport to the customer (otherwise, this falls under case 1).

Audio Effetti S.r.l. will promptly arrange for the product to be replaced, if available, or, if not, issue a credit note in favour of the customer.

Audio Effetti S.r.l. will also contact the supplier to request a replacement product or the issue of a credit note.

Unless otherwise specified, the non-functioning or damaged product must be sent to Audio Effetti S.r.l. complete with its box and accessories (e.g. power adapters, instruction manual, etc.). Transport costs will be borne by Audio Effetti S.r.l.

3. A product different from the one ordered has been sent

If incorrect goods are received, the Customer must send a request for an RMA to international@audioeffetti.it within 30 days of receiving the shipment, providing the order number/delivery note number and the item code of the goods ordered and received in the notes.

The goods must be in perfect condition in every respect and returned in their original packaging (where available), with any seals intact. Damaged or used products, or those with damaged packaging or packaging other than the original, will not be accepted.

Audio Effetti S.r.l. reserves the right to request confirmation photos or videos, to be sent to international@audioeffetti.it.

Audio Effetti S.r.l. will verify the error in the product shipment and, if confirmed, will promptly send the correct product (or issue a credit note in the case of invoicing for goods not ordered) and authorise the return of the product with transport costs borne by Audio Effetti S.r.l.

Audio Effetti S.r.l. will be responsible for inspecting and verifying the condition of the goods and their functionality. In the event of any unforeseen damage or malfunction of the product, any related costs may be deducted from the credit note that Audio Effetti S.r.l. will issue to the customer.

4. Goods that do not match the description on the “AudioEffetti.com” online platform

The Customer must send a request for an RMA to international@audioeffetti.it within 30 days of receipt, providing the order number/delivery note number and item code of the goods ordered in the notes, and specifying how the product differs from the description on the Audio Effetti S.r.l. website or on the “AudioEffetti.com” online platform.

Audio Effetti S.r.l. will assess whether the goods do not conform to the description; should the non-conformity be confirmed, Audio Effetti S.r.l. will inform the relevant internal department for subsequent acceptance of the RMA and return of the goods. The goods must be in perfect condition in every respect and returned in their original packaging, exactly as received from Audio Effetti S.r.l., with any seals intact. Damaged/used products, those previously used and then dismantled, or those with damaged packaging or packaging different from the original, will not be accepted.

Audio Effetti S.r.l. reserves the right to request confirmation photos/videos to be sent to international@audioeffetti.it.

Audio Effetti S.r.l. will be responsible for checking and verifying the condition of the goods and their functionality. Any costs relating to unforeseen damage or malfunctions of the products may be deducted from the credit note issued to the customer.

III) RETURN POLICY

The product must be in perfect condition, unused and uninstalled, in its original packaging and with all accessories included.

Under no circumstances will Audio Effetti S.r.l. accept returns of:

- a. products that have been used or previously installed,

- b. items that are damaged or do not include the original packaging and/or accompanying accessories,
- c. products that have been customised or ordered to the customer's specifications,**
- d. consumables of any kind,
- e. digital products and content, including software licences and activation keys.

IV) CREDIT NOTES

1. If the product meets the requirements, a credit note for 100% of the value will be issued.
2. If the packaging has been opened but the product is new and undamaged, a 15% deduction will be applied to cover inspection and restocking costs (this is non-negotiable).

For acceptance

Customer's stamp and signature.