



OFFERS

Any offer issued by the Seller remains valid for 30 days from the date of the quotation, unless stated otherwise, and is automatically void at the lasting date.

PRICES

The prices are those specifically valid of the ruling price list, VAT excluded. Furthermore, they do not cover the costs of packing, carriage, delivery, custom duties and/or any other charges, unless stated otherwise. Except when agreed with TECNOELETTRA in writing, the ruling prices shall be applied to all deliveries beginning from January 1. Furthermore, the prices are not binding and for general guidance only: the Seller shall have the right to increase or decrease prices for eventual variations occurring in the cost of raw materials.

MODIFICATIONS TO PRODUCTS

The Seller reserves the right and the faculty, without previous warning, to make any modification for improvement of the products.

SUPPLY

The terms of the contract only include what is clearly and specifically described in our order confirmation. At any moment, the contract shall be suspended in case the Buyer's property conditions change as per the Italian Civil Code art.1461. Performance of the contract by the Seller is subject to availability of goods and material from time to time.

DELIVERY TERMS

Despite otherwise agreed, delivery term is ex works San Rocco of Guastalla (Re) - Italy

DELIVERY TIMES

The delivery times defined in the offers/order confirmations and in any other document issued by the Seller, begin from the date of receipt of the Buyer's order and are an estimate only.

The Seller's reserves the right to extend the delivery time whenever the Buyer delays to fulfil the contract obligations and in particular if:

- there is a breach of payment;
- the Buyer does not provide each necessary data on time or does not promptly communicate his approval for drawings or schematic diagrams, whenever requested;
- the Buyer requires modifications during the contract period;
- the Buyer does not supply the materials of his supply on time
- circumstance beyond the Seller's control; which circumstances shall include but not be limited to weather conditions, fire, breakdown in the Seller's plant or machinery, floods, earthquakes, war;
- immobilisation requisitions, embargo, insurrection, shortage or breakdown of transport materials or plant, restrictions on the use of power, lockout, strike, stoppages, industrial disputes or acts of terrorism, etc.

DELIVERY DELAY

Eventual delivery delays do not give the Buyer the right to cancel the contract, totally or partially, and to receive damages, except when regularly stipulated in the contract.

PACKING

TECNOELETTRA SRL use the most suitable way of packing according to goods.

Special way of packing goods have to be established during the ordering phase.

WARRANTY

The Seller guarantee that the products the subject of the contract shall be free defects including components and manufacture and specifications of the contract. The warranty of all products is valid for 12 months from the delivery date. Extended warranties must be regularly agreed on the contract. Products with warranty of 24 months from the commissioning date are identified by the words: "24 months warranty from the real installation date", indicated in the commercial paper of the product.

The warranty is applicable to the products supplied by the seller and includes parts and components purchased from other suppliers of the seller. The guarantee does not cover:

- parts subject to normal wear
- parts damaged for improper usage
- parts damaged for inattentive and/or careless treatment
- parts damaged for improper assembly
- parts damaged for excessive stress imposed to materials
- parts damaged for negligence in the maintenance operations
- parts damaged for circumstances not subject to the Seller's control

The Seller shall replace or repair all products or components which present proven manufacture defects on condition that they are claimed for in writing within the validity of the warranty period. Each repaired or replaced item is guaranteed for a period as the previous one. The guarantee is subject to the respect by the Buyer of the contract obligations, with particular respect of the terms of payment.

PAYMENT

The payment of the seller's invoice must be made in the form expressly specified in the contract.

The Buyer's takes upon himself all risks involved in the transfer of the sums, whichever the method used.

For the amounts which will not be received at the payment due date, the current bank interest of the Seller shall be applied.

Payment will not be withheld pending the settlement of eventual technical or commercial objections raised.

Eventual payment breaches give the Seller the right to suspend the outstanding contracts or to require their payment in advance.

RETURN OF MATERIALS

The return of goods shall not be accepted unless previously agreed and authorized in a writing.

The acceptance of returned materials for causes not due to the Seller, depends only on the Seller's unquestionable discretion and at the conditions given here below:

- standard material normally on stock
- original packing
- no visible damage
- indication of the purchase date, if possible, on the return documents
- validity of the product warranty
- 20% deduction for handling charges, VAT excluded
- return of material free of charge

PROPER LAW

For any dispute, the only competent court shall be Reggio Emilia. Whenever the Buyer intends to apply a penalty, it is to be notified by registered letter.

Retroactive effect to the date of letter receipt is not accepted. For all legal proceedings, our registered office at Via Dimo Vioni 5, Guastalla, Reggio Emilia, Italy is valid.

The proper law governing each contract is the Law of Italy.

Conditions mentioned above cancel and replace all previous ones