

TERMS AND CONDITIONS

1) Agreement object: the sale concerns exclusively the equipments specified within the offer and following relevant order confirmation.

2) Property reserve: the sales is established with retention of title until the time the price has been fully paid. Therefore the Buyer is obliged to take care of the equipments, is not allowed to transfer the property or use at any third party, neither remove it from its declared domicile without the Seller written authorization, and the Buyer is responsible of the good care either in case of theft, fire or other accidents.

3) Price: the price agreed upon the Order Confirmation is always excluding packing and transport costs and calculated on custom and duties rating, valid at the date of the Purchase Order.

4) Payments: the payment of the agreed amount have to be settled at the Seller head office or at other addresses by Seller, at the Buyer own risks no matter to way of payment chosen.
In case of missing payment over 12%, out of the total amount, the Seller have right to cancel the contract allowing him to claim, immediately, all payments including those not expired yet, or to ask for an immediate restitution of the equipments. In this case the amount already paid by the Buyer will be recognized as for indemnification covering the hire period, wear and tear and market value reduction.
Further damages should be verified and charged to the Buyer separately.
Any claims related to equipments supplied will not give the Buyer any right to put on hold, delay or further increase the number of payments due.

5) Terms of delivery: the delivery is EX-WORKS. The date agreed refers to the test run of the equipments at the Seller Factory prior delivery or, if not foreseen, as soon as the they are ready to be given to the carrier.
The delivery date come into validity with the good reception of the Seller Order Confirmation duly stamped and signed by the Buyer and the payment of the deposit, as the manufacturing of the equipments will happen only behind fulfilment of the above conditions.
Delivery time will be automatically deferred in case of vis-maior and when delay is caused by Buyer's lack of documentation or information supplied on time and necessary to fulfil the order.
Any further modifications the Buyer may require after having issued the Purchase Order, need to be approved by the Seller and the delivery time will be re-scheduled accordingly.
In no event shall any delay in delivery can give rise to a claim for damages.

6) Packing and transport: packing costs are invoiced separately.
The Seller will properly pack the equipments according to the destination and experience and will provide a state of the art packing accepted by the Buyer carrier in charge and / or entitled to do inspections prior loading into containers or trailers.
Transport insurance is usually requested by the Buyer at his charge.

7) Commissioning of the Equipments: Commissioning is at Buyer charge and invoiced separately from the supply. Commissioning can be performed also by personnel selected by the Supplier.
After Commissioning completed will be given the up-dated release of the Use and Maintenance Manual including alterations, if any occurred.

8) Project modifications and know-how: the Seller have the right, at any time, to modify his equipments , even important modifications, without any claims from the Buyer.
All drawings, Use and Maintenance Manuals related to Buyer's purchased equipments remain Seller' s property and cannot be given to a third party nor copied without Seller written authorization.

9) Warranty period and contents: the warranty covers the equipments for a 12 months period from date of delivery. The warranty does not cover those parts subject to wear & tear, nor the damages caused by incautious or negligence in use.
During the warranty period the equipment parts are supplied free of charge, except transport costs, always at Buyer' s charge.
During the warranty period the Technician working hours are at the Seller charge for the parts replacement, except return flights tickets, travelling hours, travelling expenses, travelling indemnities, board & lodging are always at Buyer' s charge.
Warranty expires if the Buyer carry out alterations to materials or equipments without receiving Seller' s written acknowledgment.
Warranty expires even in case payments are not regularly fulfilled, when due, in accordance to the contract signed. The Buyer have no right to claim for a compensation due to production losses, while service or reparation are carried-out, nor while parts being replaced on the supplied equipments.

10) Court of Jurisdiction and Applicable Law: all disputes arising out of, or in connection with the present contract will be settled under the Court of Milan.
The Order Confirmation and any contracts or agreements resulting from the issuance and acceptance of the Order Confirmation shall be construed in accordance with the Italian laws.