

TECNORAMA'S SALE CONDITIONS FOR SPARE PARTS

CONTRACT CONCLUSION

Acceptance in writing of our offer and/or payment of the expected amount will have as a result the conclusion of the Sale and Purchase Agreement under the conditions indicated in our offer

PAYMENT

The payment requested in advance is intended as a confirmatory deposit

DELIVERY

For delivery we mean the date of DISPATCH from Tecnorama warehouses.

The delivery terms indicated are indicative and not binding, as they are based on arrival forecasts provided by manufacturers or distributors. However Tecnorama undertakes, as far as possible, to respect the delivery terms envisaged and, when possible, to anticipate them. Under no circumstances Tecnorama will be held liable for non-compliance with these terms and no penalties or return of goods will be accepted for delayed delivery. When the goods are ready or in case of any updates on the shipping dates, the Customer will be promptly informed.

TRANSPORT AND EXAMINATION OF PRODUCTS

The conditions of transport, return and insurance of the goods are regulated according to the INCOTERMS 2020 of the International Chamber of Commerce (ICC) and in any case ex works. Upon delivery by the carrier, the Customer is obliged to first check whether the packaging is not intact, that is open, broken, wet, damaged. In this case, the customer must sign the transport documents by adding the wording "with reserve" and specifically indicating the reason for the reservation itself, immediately notifying Tecnorama. The Customer is obliged to check the goods received on delivery and to report to Tecnorama in writing, within 8 days of arrival at the Customer, the defects found, or any complaint concerning the products received. If this does not happen, the products will be considered definitively accepted by the Customer and in compliance with the provisions of the sales contract.

TRANSPORT DOCUMENTS

Where not expressly requested, the transport documents (invoice and possibly packing-list) will not be sent for approval before dispatch but will be emailed on the shipment date and the originals will accompany the goods. The origin of the goods will be exclusively indicated on the invoice and NO Certificate of Origin will be issued.

WARRANTY

The products are guaranteed as free from flaws and defects for a period of 12 months from the date of the INVOICE. In the event that the products show flaws and/or defects or do not comply with the order, they must be returned immediately to Tecnorama. Where defects and/or discrepancies are found, the relevant repair and/or replacement costs will be borne by Tecnorama. If these are not found, or the warranty term has expired, all related costs, including those for returning the products, will be charged to the Buyer.

The warranty does not cover:

- All parts and components subject, by their nature, to consumption and/or wear or deterioration such as, for example, gaskets, seals, micro-switches, PH probes, etc ...
- Damaged parts caused by incorrect electrical or pneumatic power supply, neglect, negligence or incorrect use and, in any case, not in compliance with the warnings given in the instruction booklet of the spare part or of the machine
- Faults caused by tampering or interventions carried out by personnel unrelated to Tecnorama or not authorized by it
- Compensation for damages, direct or indirect, of any nature caused by people or things as well as compensation for damage or production stoppages, for any determined cause
- Failures caused by hardware and software tampering

JURISDICTION

In all relations with Tecnorama (offers, orders, contracts and agreements in general and their execution), only Italian law applies.

For any dispute that may arise regarding the interpretation and execution of this contract the exclusive jurisdiction of the Court of PRATO (Italy) has already been agreed and declared, with the exclusion of any other.