

TERMS AND CONDITIONS OF SALE

The goods described in this price list are deemed subject to sale in accordance with the below conditions. The terms and conditions of sale apply from the date of the acknowledgment of order.

Item codes

The item codes are subject to change without notice.

Orders

Orders shall be accepted only in writing and shall be complete with identification of the goods and quantity. Orders are confirmed by a written acknowledgement of order.

A handling fee of 30.00 € will be charged for orders under 500.00 €.

Prices

Prices are given in Euro and exclude VAT. Unless otherwise stated the price quoted is an illustrative estimate only.

Prices are subject to change without notice.

Payment

Failure to pay shall entitle us to cancel the whole order or pending orders. We also reserve the right to invoice for payment the previous consignment.

Payments that are not settled on the due date shall automatically and without formal notice incur moratorium interests at the extra rate of 10% of the discount rate as of the expiry date of the invoice concerned. The Buyer is not entitled to withhold payment. Interests are calculated from the date that payment becomes due.

Delivery

Delivery time commences from the date indicated in the acknowledgement of order. All delivery times quoted are estimates only.

Goods are supplied ex Customer warehouse only for orders over 1,000.00 €.

Pursuant to Art. 1510 Code of Civil Procedure, Maddalena s.p.a. is discharged from any obligation upon consignment of the goods to the carrier and/or forwarding agent. From this moment all risks of theft, loss and/or damage shall invariably be borne by the Buyer even if the transport is arranged by Maddalena s.p.a. In any case, the risks are ruled by the latest Incoterms.

Should the Buyer be unable to take delivery when the goods are ready to be delivered, we reserve the right to invoice the same for payment as if the goods had been consigned.

Packing is fit for standard transport conditions. Special packing shall be charged to the Buyer.

Guarantee

The period of guarantee covers goods sold in the EU and applies for conformity defects that occur within 24 months from the date of delivery of the goods (Legislative Decree 24/2002, Directive 1999/44/EC). The goods sold outside the EU are covered by the guarantee governed by the laws of the single states.

We guarantee that the goods are free from engineering, workmanship or material defect. Guarantee does not cover defects caused by installation faults or normal wear. Goods that have been subsequently modified or repaired by the Buyer or other than by Maddalena s.p.a. or altered without prior written consent by Maddalena s.p.a. are not covered by guarantee. Defects caused by force majeure (frost, fire, voluntary damage, etc.) or tampering are not covered by guarantee.

This guarantee becomes void if there is any use contrary to the applicable instruction manual or warnings.

Defects must be reported within two months after the discovery of the defect.

Preventive replacements that have not been agreed with the Company are not covered by the guarantee.

This guarantee becomes void if the goods are tampered or if there is any damage or failure caused by external factors or force majeure (inappropriate use conditions, frost, corrosive water, fire, excessive stress, voluntary damage). This guarantee does not apply to goods bought in error or returned with packaging damaged beyond repair.

We shall not replace defective goods if the Buyer was aware of the defects at the time of the order.

The Buyer shall not claim for damages to person or property or for lost profits other than those specified in the contract.

Return of goods and repairs

Transport costs of returns for repair or replacement, including goods under guarantee, shall be borne solely by the Buyer. In the event of carriage forward, the goods shall not be accepted.

The goods returned will be inspected for defects; if the goods are found to be defective, Maddalena s.p.a. will repair or replace them; if the goods are not defective, the costs of the inspection will be charged to the Buyer.

Minimum amount for repairs of goods not covered by guarantee is 50.00 €.

MADDALENA spa

Contatori per acqua, irrigazione ed energia termica, strumenti di misura, sistemi Meters for water, irrigation and thermal energy, measuring instruments, systems

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