

GENERAL SALE CONDITIONS – EXPORT

The purchase order shall imply the knowledge and the acceptance of the following conditions:

1. PRELIMINARY OFFERS

Offers put forward by Sipam srl to the Customers shall be valid for a maximum period of 30 days from the date on which they are sent.

2. PRICES

The agreed prices are expressed in Euro (€). The measures are in mm.

The prices always refer to products in standard package and packaging. For orders amounting to smaller quantities than the package, Sipam srl reserves the right, under its discretion and without prior notice, to increase the order up to the quantity of the package, or to apply a 20% price increase depending on the Item and on the packaging features. Moreover, all the orders the ordered quantity thereof is close to the standard packaging may be rounded to the package quantity.

3. PACKAGING

The standard packaging is included in the price. Packaging unit are not divisible.

4. ORDERS

All orders are valid and accepted by the parties only after the Sipam srl confirmation in writing (order confirmation). The minimum order value is 1000,00 €.

The delivery time agreed shall be deemed as a non-essential term, and, as such, it shall not bind the seller. The delivery date, even if confirmed, represents a mere indication and it shall always be understood as the best estimate. No warranty and no indemnity are due for the failed or late delivery of the goods within the limits provided by the company or requested by the Client.

5. DELIVERY

Ex-works Sipam.

6. COMPLAINTS

No returns of goods will be accepted when the consignment complies with the order and/or the order confirmation. Eventual complaints shall be documented and communicated within 10 days from the receipt of goods.

7. PAYMENT

The payment shall be settled within the agreed date. In case delay, also partial, or irregularities of payment, Sipam reserves the unquestionable right suspend or cancel the orders in hand, even if confirmed. All delivered goods remain of Sipam property until full payment has been made by the Customer, regardless of whether it has possession of the said products.

8. GUARANTEE

Each product, controlled and tested at works by Sipam, is guaranteed against any manufacture defects.

The guarantee is valid only for material which has been supplied, excluding any recognition of charges for labour or anything else necessary for disassembly and re-assembly of a product held to be defective. Sipam assures the free replacement of the product which present any defects or any latent faults, on condition that the product has not been improperly used or stored, or it has been damaged, modified or not installed in a workmanlike manner.

9. APPLICABLE LAW AND JURISDICTION

Purchase agreement is subject exclusively to the Italian law, excluding any other legislation. The Treviso (Italy) Court shall have the exclusive jurisdiction on any dispute. In order to guarantee a constant improvement of the products, Sipam reserves the right to apply the required modifications to the products, in any moment and without prior notice.