

1. *The sales are ruled by these general sales conditions, which the customer is supposed to know, as well as the size special terms each time stipulated in writing. Possible derogations are valid only if agreed in writing.*
2. *All goods are sold on EXW –Cles (TN) Italy basis. Even if the goods are delivered free to the customer address, according to article 1510 of Italian Law, the goods always are under the responsibility of the customer. No return of packaging shall be accepted*
3. *Signature of the delivery note implies full acceptance of the goods. Any objections concerning the condition of the goods shall be made to the carrier and noted on all copies of the delivery note. All possible requests, complains and/or losses of the goods shall be brought on by the buyer against the carrier. All possible damages or losses of the goods due to the transport do not allow the buyer from paying the agreed price.*
4. *Any complaints and disputes concerning the quality of the goods shall be notified in writing to "LA TECNICA" within three days from receipt of the goods. The products shall be immediately sent back to the manufacturer, at the customer's expenses, only after written authorization from "LA TECNICA". The possible replacements of the goods do not imply the claim acceptance. In case the acceptance of the claim, "LA TECNICA" will replace only any faulty or incorrectly supplied goods, with no right to any kind of refund whatsoever.*
5. *Any complaints and disputes will not give the right to delay the payments.*
6. *"LA TECNICA" guarantees the goods sold for a period of 12 months following the delivery date; as regards spare parts, they are guaranteed for a period of six months as from delivery date. The guarantee is EXW Cles (TN) – Italy.*
7. *Delivery term indicated on our order confirmation is always estimated not final and can be delayed with no obligation of compensation for possible direct or indirect damages suffered by the buyer for the delayed delivery. Any delay shall not allow the buyer the right to cancel the order for vendor's default.*
8. *Wars, epidemics, delays in transport due to strikes, lack of raw materials, failures in machinery, strikes and any other cause of total or partial shutdown in production shall be considered as "force majeure" and consequently the terms of delivery shall automatically be extended, and the buyer shall not have the right to terminate the contract or claim any damages.*
9. *If the buyer requests an extension of the terms of delivery agreed upon, Messrs. "LA TECNICA" reserve the right to adjust prices in accordance with increases in costs and new price lists in force at the actual date of delivery.*
10. *Except where otherwise agreed upon in writing, payments shall exclusively be settled either through a bank or to the head-office of Messrs. "LA TECNICA" payments to agents or to third parties shall not be acknowledged. In case of delayed payment, partial or total, of the price of the sold goods, the buyer will be automatically fall in arrears and shall pay interest or arrears, which (as well as the start of interest accrual) will be automatically adjusted according to the Directive 2000/35/CE of the European Parliament and European Union Council and Italian Decreto Lgs. 231/02.*
11. *The amounts paid as confirmatory deposit or down payment on purchase proposal or even later can be held back by "LA TECNICA" in case of cancellation of the order and in all cases of non fulfilment from the buyer justifying the vendor withdrawal. However "LA TECNICA" is entitled to demand the fulfilment of the contract and the compensation for the damages. Anyway confirmatory deposit or down payments shall not grant any interest to the buyer.*
12. *Failure to pay an invoice or a rate that has expired shall give Messrs. "LA TECNICA" the right to suspend deliveries.*
13. *The possible tolerance from one of the parties of behaviours of the other party realized in the breaking of clauses ruling the sale does not account for a renunciation of rights resulting from the infringement clauses or the right to demand the correct execution of all terms and conditions provided in the contract.*
14. *The goods are sold under the reserved ownership, therefore the goods are property of "LA TECNICA" till complete payment of the amount due. The buyer then take over the risk of any damage that goods could suffer whatever the cause might be.*
15. *In case of foreclosure or other legal proceedings of the goods, the buyers has to inform immediately the firm "LA TECNICA" and also inform the bailiff that the goods are of exclusive property of "LA TECNICA" until complete settlement of the amount due.*
16. *Any disputes relating to the application, execution or interpretation of this order shall exclusively be settled by the Law-Court of Trento – Italy.*
17. *Drawings, models, graphs and other technical details about products sold, as well as samples, catalogues, pictures, and alike, always remain of "LA TECNICA" intellectual property and therefore cannot be copied or transferred or otherwise used.*
18. *All the above clauses are approved and fully accepted..*