

General conditions of sale and warranty

Rev 1.5 of April 3, 2018

Premise

The contractual relationship between Quanta S.r.l. and the Clients are set exclusively by the following general conditions of sale. These supersede any other arrangement, unless agreed in writing. The products' technical information is specified in the technical sheets issued by Quanta S.r.l. and brought to the attention of the Customer before the start of any contractual relationship; Quanta S.r.l. reserves the right to modify technical and dimensional parameters for commercial and production needs.

Orders and prices

The order is executive for Quanta S.r.l. from the moment it is received in writing and it complies with the terms of validity and the relative offer. Orders will be processed according to the date agreed with the Customers, taking into account any potential delay due to events beyond the control of Quanta S.r.l. All prices are to be considered "VAT excluded". Prices are kept fixed and invariable for the validity period of the offer or, where it exists, of a specific contract.

Shipments

Unless otherwise agreed in writing, the materials are shipped ex our warehouse with costs and risks borne by the Buyer.

In case the delivery is agreed to be free of charge, Quanta S.r.l. is deemed responsible solely for the shipping cost to the agreed destination, any other cost or fee is borne by the Buyer. Furthermore, even in the case of delivery free of destination, the transportation risk from the place of dispatch will remain entirely the responsibility of the Buyer, so that Quanta S.r.l. will not be responsible for any damage that may occur during transport.

Payments

The goods supplied must be paid by the deadlines specified in the contract. In case of non-payment, whether for the full amount or a portion, Quanta Srl will have the right, without the need of formal notice, to demand immediate payment of the sum due and as well as of the relative interest accrued at the ABI Prime Rate plus 8 points. In such case, Quanta S.r.l. also retains the right to consider suspended or canceled the entire supply, until the Client has paid the due amount in full. Quanta S.r.l. is not liable for any cost, risk or damage deriving from and / or connected with the suspension of the supply.

As provided by art. 1514 c.c., if a shipment can't be processed within 15 days from the date of notice for reasons not attributable to Quanta Srl, the obligation to "deliver" will have to be considered fulfilled and the goods will remain deposited at Quanta S.r.l. In this case, the burden of the risk of damage and loss of products will pass to the Customer with any cost for storage, insurance and handling. Therefore, if the Customer fails to pay the price within the time limit set for his obligation, Quanta S.r.l. may, at his option, act for the fulfillment or termination of the contract pursuant to art. 1453 c.c .

Claims and return of goods

Any shipping errors or missing materials must be promptly reported to Quanta S.r.l., quoting the transport document number. In the event of an error in delivery by Quanta S.r.l., send back the material assigned, exclusively by courier arranged in writing with Quanta S.r.l. or with delivery made directly by the Customer. The return of the material to Quanta S.r.l. for any cause different than compliance must be reported in advance by sending an email to commerciale@quanta.it within 8 days upon receipt of the goods, explaining the reasons and citing the references of the transport document. Wait for written authorization before returning the goods. The goods to be returned must be appropriately packed and shipped in free port to Quanta S.r.l. In the case of damage, upon receipt the receiver must notify the carrier and refuse the goods, registering the cause on the transport document. Any disputes not attributable to Quanta S.r.l. do not exempt the Customer from compliance with the agreed payment terms.

Warranty

Quanta S.r.l. guarantees that the products supplied are new and free from manufacturing, material and processing defects. Quanta S.r.l. is obliged to respond for the manufacturer's warranty, exclusively in the cases and under the conditions established by the D.P.R. No. 224 May 24, 1998.

Quanta S.r.l. commits to repair or replace free of charge at its sole discretion any part of the products supplied which, if properly installed as provided in the relevant manuals and kept in good working order, are found defective within 12 months from the date of shipment, or from the date of the notice of goods ready given to the Customer, in the event that the shipment cannot be carried out for reasons not attributable to Quanta Srl. The Customer must immediately give written notice of any defects found and must make the articles immediately available. If requested by Quanta S.r.l., the Purchaser will, at its own expense, send them ex works Quanta S.r.l. The transport costs for the return of the materials covered by the warranty are charged to Quanta S.r.l.

No guarantee can be considered valid in the case of tampering or incorrect use of the goods.

Jurisdiction

For any controversy the competent forum is that of Florence. The contracts of Quanta S.r.l. they are governed by Italian law.

The Customer

Quanta S.r.l.

For specific approval Payments clause:

The Customer