



TERMS & CONDITIONS

1. PREAMBLE

These general terms and conditions are applicable to any contract for the sale and/or sale of materials/equipment/goods/products of the company TECMEC, hereinafter referred to as "the Seller" and the customer, hereinafter "the customer", without prejudice to any changes by both parties with an agreement recorded in writing and excluding any other document contract with the Customer and their own general conditions of purchase.

2. CONTRACT

2.1 The sales contract is considered concluded:

- acceptance by the Customer of the final proposal/offer by the Seller within the deadline indicated in the proposal/offer, subject to the order compliant in all aspects with the proposal/offer.
- from an order placed by the Customer and accepted in writing by the Seller in the form of an "Order Confirmation".

2.2 Any modification or cancellation of the order requested by the Customer must be accepted in writing by the Seller. The Customer must bear all expenses incurred by the Seller relating to the modification or cancellation of the order.

3. PACKING

The prices indicated in the offer or in the Seller's Order Confirmation are understood to include goods packed in standard boxes unless protection systems or other agreements have been agreed in writing between the parties.

4. PRICES

Prices are exclusive of VAT, ex works and are determined by the price applicable on the day the order was placed, unless otherwise agreed in writing between the parties.

5. TRANSFER OF RISKS

The goods always travel at the Customer's risk, excluding the goods transported by Tecmec with the risks that are transferred to the Customer from the moment the goods are released from the warehouse designated by the Seller in accordance with the EXW (Ex Works) 2020 incoterm, to unless the Seller and the Customer agree in writing to apply another incoterm, despite the retention of title clause stipulated below.

6. DELIVERY

6.1 Deliveries are intended to be made ex factory or warehouse of the Seller using the standard packaging referred to above. The delivery times indicated are indicative and begin to apply once the Customer has provided the Seller with all the technical information necessary to process the order, has put in place the credit and/or payment terms stipulated in writing between the parties. Delayed deliveries cannot give rise to claims for interest and damages, deduction or cancellation of orders in progress by the Customer.

In any case, the Seller is exonerated from any responsibility in case of delays in deliveries caused by force majeure.

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Iscritta C.C.I.A. Milano Numero 1358614 - Registro Società Tribunale di Milano Numero 313221
P.IVA IT10288840159 – C.F. 00818190126

I dati dell'interessato sono trattati da Tecmec Srl nel pieno rispetto del GDPR (Regolamento UE n. 679/2016). Questi può esercitare, in ogni momento, i propri diritti ai sensi dell'art. da 15 a 22 della stessa legge.
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In the event that this case lasts more than 30 days, from the date on which it occurred, the sales contract can be terminated without either party being able to claim interest and damages.

6.2 It is up to the Customer, in case of visible damage caused by transport or in case of shortage, to issue explicit reservations at the time of delivery, on delivery receipts that clearly highlight the nature of the damage or the missing quantity.

These reservations must be confirmed to the carrier by registered letter with acknowledgment of receipt within three days of delivery, with a copy sent to the Seller.

Complaints relating to visible defects or non-conformities concerning the delivered product must be mentioned in the delivery notes and must be presented to the Seller by registered letter with acknowledgment of receipt within 3 days of the arrival of the products. It is the Customer's responsibility to provide any evidence as to the existence of any defects or anomalies that have been recorded.

7. TERMS OF PAYMENT

7.1 Any invoice that has not been paid by the due date:

It will involve the payment by the Customer of penalties set on the basis of legal interest. In the event of payment made after the due date indicated on the invoice, the Seller may request a lump sum compensatory sum of fifty (50) euros to cover collection costs. If the collection costs incurred by the Seller exceed the amount of this lump sum compensation, the Seller reserves the right to claim additional compensation if it can demonstrate that this is justified. It will result in the immediate due date granted for the payment of other invoices as well as all amounts due or return of the products chosen by the Seller.

It will result in the suspension of all deliveries until full payment with consequent internal administrative block.

8. RESERVE OF OWNERSHIP

The transfer of ownership of the assets takes place only after full payment of the principal price and additional costs and interest.

In the event that the Customer does not pay the price in whole or in part, it being understood that the mere delivery of bills or other documents that create a payment obligation does not constitute a payment, the Seller will be entitled to request payment for the goods sold, to obtain the return, with costs and risk borne by the Customer, and without prejudice to his right to withdraw from ongoing sales.

The Customer must therefore ensure that the goods are stored correctly, that they are insured against damage and loss, and in the event of their total or partial destruction, even as a result of force majeure, or by acts of third parties, have them repaired or replaced.

As long as the ownership of the goods has not been transferred to the buyer, the same undertakes not to grant third parties any collateral guarantee whatsoever on such goods and/or to transfer them to third parties without the prior consent of the Seller.

These provisions will not prevent the transfer to the Customer, once the goods have been released, of any risks of loss and damage to the goods, pursuant to article 5 of these general conditions.

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9. WARRANTY - LIABILITY

9.1 The products are guaranteed against any material, manufacturing or design defect, for a period of 12 months from the date of the invoice unless contractual conditions are negotiated separately.

Defective products must be returned promptly, to the Seller, with the costs and risk borne by the Customer,

Not covered by the warranty:

- parts subject to wear and consumables.
- Equipment that has failed due to poor maintenance or non-compliance with the conditions and operating instructions specified in the product manuals.
- Equipment, lids, stirring lids, and everything that has been converted and/or modified in any way without prior authorization from TECMEC.

9.2 The Seller's warranty is limited to the replacement or repair of the part recognized as defective by TECMEC, after verification at its factory.

The warranty is limited to direct damage compensation and cannot exceed the net invoice amount for the product in question. In no case can the guarantee be extended to indirect damages.

Indirect Damage: Any damage in connection with loss of revenue, income or profits, whether foreseeable or not, loss of earnings, loss of business opportunity, loss of brand image and reputation, loss of customers, direct or indirect loss or destruction of data in software sold, losses associated with the product being unusable and, ultimately, any other financial loss or damage whatsoever.

10. APPLICABLE LAW AND JURISDICTIONAL CLAUSE

These general conditions of sale are subject to Italian law.

In the event of a dispute between the Seller and the Customer, the express attribution of jurisdiction is given by the competent court of Milan (Mi) - Italy, the place of the Seller's registered office.

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