

## SALES CONDITIONS

### Premise:

Any supply exclusively includes goods and services listed in the relative order, in the quote or in the confirmation form signed by the buyer and regulated by the following sales conditions:

### 1) Prices List and Quotations:

Micro Tek's price list and quotations are valid until their deadline; Prices do not include transport fee, that for, transport cost, insurance cost and relative risk will be in charge of buyer. Any implementation cost is not included if not expressed in the received quotation or in the purchase order.

### 2) Order Confirmation and Contract Termination:

Purchase contract will be issued once Micro Tek sends Order Confirmation Letter via Telefax or E-mail to buyer. Buyer may communicate contract cancellation within 24 hours from the Order Confirmation Letter dispatch. If no communication will be received within 24 hours from the Order Confirmation Letter dispatch, the contract is intended as confirmed. Order Confirmation Letter contains expected delivery date, description and order quantities, costs recap, discounts where and if applied, payment conditions, delivery conditions if explicitly agreed as per point 4/a and existing amount paid in advance;

### 3) Payments:

Order Payment has to be addressed to Micro Tek address respecting payments deadline as described in the Order Confirmation Letter; Any risk related to the chosen method of payment is intended as only responsibility of buyer; Any payment not completed within deadlines described in Order Confirmation Letter, will give Micro Tek the right to charge an extra moratorium fee as per D.lgs 231/92; In case of payment via instalments, Micro Tek will have ownership of the materials until order and ancillary work payment is fully completed as per art. 1523 e ss. C.C. One single missing instalment payment will determine the resolution of contract, order deliver will be interrupted; In case the order is part of a commercial agreement between buyer and Micro Tek, one single missing payment will give Micro Tek the right to exit the agreement. Buyer will consequently loose any acquired benefit.

### 4) Goods Delivery:

Delivery terms and conditions are described onto the Order Confirmation Letter; Delivery dates are to be intended as expected and specified for any item included in the order. Delivery service if agreed, requires payment of the amount listed as advance payment onto the Order Confirmation Letter; Micro Tek has the right to delay delivery in case changes on the original order is made buy buyer, in case Micro Tek suppliers causes delay to the order delivery, in case received payments are not regular, in any case or circumstances not directly caused by Micro Tek; Goods delivery may be of the following types:

- a) Goods delivery is intended as ex-factory; as per art. 1510 C.C. delivery has place into Micro Tek buildings, handing goods to buyer or authorised carrier; Delivery is intended as ended once notice of Order Ready is sent to Buyer as per art. 1510 C.C. Delivery is considered as ended also in the case goods are not delivered by causes not directly caused by Micro Tek.
- b) Goods delivery is intended as freight collect and invoiced; Micro Tek will ship goods to the provided address by using third party shipping services. Micro Tek will pay shipping and assurance cost in advance, to be then billed to the buyer. Micro Tek is responsible of goods until delivered. In case delivery fails due to causes not strictly related to Micro Tek, further delivery cost will be billed to buyer.
- c) Goods delivery is intended as freight collect; all conditions to point b are applied except then delivery cost are on charge of Micro tek.

## IMPORTANT

Any notification on delivery physical conditions must be notified on the delivery note. Buyer may accept delivery subject to further checks specifying it on Delivery notes together with motivation. Copy of delivery notes is also required via E-mail to [magazzino@microteksrl.it](mailto:magazzino@microteksrl.it) or via Fax.

### 5) Technical details:

Micro Tek and its suppliers have the right to modify their products in any form. Technical specs will be promptly updated. Technical specifications are available on [www.microteksrl.it](http://www.microteksrl.it) or maybe required to Micro Tek.

### 6) Testing:

All product sold by Micro Tek are fully tested by Micro Tek or by its suppliers. Buyer may test products following prescriptions adopted by manufacturer and according to current international regulations. Goods will be considered as accepted if no communication is received within 8 days from delivery and warranty terms and conditions will be applied as per following point.

### 7) Legal Warranty:

Micro Tek operates in the national territory as distributor and offers warranty as regulated by law. Commercialised products are realised by international suppliers. Micro Tek and its suppliers guarantee good quality products and are committed to offer free of charge repair or replacement of faulty components unless the malfunctioning is caused by normal usury. Buyers can not ask to solve the contract and can not negotiate agreed price if Micro Tek refuse to repair or replace components not covered under warranty terms and conditions. Warranty on distributed products is given into the Pieve Emanuele Micro Tek's venue.

## WARNING:

Buyer will have to specify prior to order if products are intended to be used in applications requiring specific warranties on the appropriate functioning, or into applications not allowing agile operation causing further costs in order to be eventually repaired or replaced. Micro Tek will perform further test and check assuring the appropriate functioning according to acquired technical specifications. In case the aforementioned communication would be missing Micro Tek will be responsible only for the Technical Specifications of the products.

## IMPORTANT:

Any return must be agreed and authorised by Micro Tek after sending written request to: [magazzino@microteksrl.it](mailto:magazzino@microteksrl.it)

### 8) Agents signatory power

Micro Tek does not recognise agreements or promises made by agents if not authorised by written by Management

### 9) Diputes

Any dispute is competency of jurisdiction of Milan. Any dispute does not exempt buyer to observe payment terms and conditions.