



VS FLUID S.r.l. Sede Generale
Via G. Marconi, 4 - 10040 Druento (TO)
Telefono +39 011.020.5700

Ufficio Commerciale - Emilia Romagna
Via Palestrina, 62 - 41122 Modena
Telefono +39 059.518.0191

Telefax +39 011.020.5702
<http://www.vsfluid.it>

P.I. 02712821202

GENERAL SALE TERMS AND CONDITIONS

1 OFFERS AND ORDERS

- Both verbal and written offers are not binding and if not indicated they are valid for 15 days from the date of issue. Orders received by the seller and contracts concluded with our agents or representatives are considered accepted only if confirmed in writing by VS FLUID SRL.

2 PRICES

- Unless otherwise agreed, the price list in force at the time of delivery or shipment of the goods is applied. The prices are always intended for goods delivered ex-works our company with packaging to be paid by the buyer. VS FLUID SRL reserves the right to adjust the sale price in the event of a significant increase in raw materials by giving prior notice to Customers.

3 DELIVERIES

- Delivery terms are indicative and do not bind the seller. VS FLUID SRL is not required to pay compensations of any kind for any direct or indirect damage due to delivery delays and / or partial or total interruption of the supply.

4 QUANTITY

- The quantities covered by the order shall vary in the delivery phase, due to production needs by + / - 10%. Within this tolerance, orders will still be deemed to have been processed.

5 PACKAGING

- Unless special agreements, the choice of packaging is always left to our faculty. Packaging is invoiced at cost price and it is not accepted for return.

6 TESTING

- The material is regularly checked before shipment; if an official test is required, it shall be communicated before confirming the order and, if necessary, it will always be performed at our company.
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7 WARRANTY

- Our warranty is always limited to the replacement of the parts found to be defective without any indemnity being requested for sorting or other interventions not agreed and authorized by VS FLUID SRL.
- This warranty operates within three months from the delivery date and ceases immediately if the Customer has not observed the agreed payment terms and conditions, he / she has tampered with the product, not stored it correctly or has not used the product in the correct manner as reported and indicated on our catalogues.
- Pursuant to and for the purposes of art. 1495 of the Italian Civil Code the Purchaser undertakes, under penalty of forfeiture, to report any malfunction of the purchased goods to VS FLUID SRL within 8 (eight) days of their discovery.

In the event that, following a complaint, the defectiveness of the product has been ascertained by technical checks carried out by the experts indicated by both parties, VS FLUID SRL will repair and replace the damaged goods.

It is excluded however from now on any compensation related to expenses by third parties, travels or technical investigations.

8 SHIPPING

- The goods always travel at the risk and peril of the customer even if the obligation of carriage paid has been assumed. The goods are not insured for damage due to transport nor covered by insurance of any kind except by express request of the Customer accepted by VS FLUID SRL and at the expense of the Customer. VS FLUID is therefore expressly exempt from any type of liability for damage due to transport.
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9 PAYMENT

- Payment shall be made by the Buyer within the terms established contained in the order of confirmation. Any extensions on the agreed terms must be expressly accepted by VS FLUID SRL. Failure to payment even a single invoice will authorize VS FLUID SRL to immediately suspend the execution of any orders and supplies in progress.
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10 JURISDICTION

- The Turin Court is exclusively competent for any action or dispute. All of the aforementioned clauses are however understood to be accepted and known from the time the order is placed and they are also available on our website www.vsfluid.com. Not receiving express communication within 2 days from the sending of our order confirmation, the conditions of sale are understood to be fully accepted and have absolute prevalence over all the purchase conditions applied by the buyer and on any different agreement taken by our agents or intermediaries. Any exceptions will be valid only if resulting from agreements written and countersigned by VS FLUID SRL.