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GENERAL SALES CONDITIONS

Products

Art. 01) The whole production of THE MANUFACTURER/M&M International Srl is covered by a retrospective insurance.

Art. 2 All M&M products are covered by a 12-months guarantee from selling invoice date.
The a.m. guarantee is valid only towards the direct Buyer/Customer .

Art. 03) Data, dimensions, part nos., items, prices, specifications and all further information present in our catalogues and price-lists are meant as a general indication., and therefore they can be suddenly changed at any time without previous notice to the Customer.

Art. 04) The delivery times of the orders are indicative, and therefore in case of delay M&M International will not accept cancellations or reductions of the orders items by the Customer. We are also not liable to pay any arrears that the Customer might demand.

Art. 5 All M&M prices are meant on an Ex-works basis from our facility in Orio al Serio (BG) -Italy

Quality claims / Products liability insurance

Art. 06) Our guarantee foresees only the replacement/repairing of the faulty/damaged items - provided that the fault has been originated from the MANUFATURER/M&M International Srl - and it doesn't include any refund, compensation, commercial expenses and interests wanted by the customer.
The MANUFACTURER will be not liable to the Customer or to third party for any damage in excess of the purchasing price of the products.

Art. 07) In case of manufacturing fault we'll accept complaint within 8 days from reception of the goods .

Art. 08) This warranty covers only damages caused from faulty goods provided that the fault has been originated from the MANUFACTURER /M&M International Srl , and it applies to products for which M&M International Srl is qualified as " MANUFACTURER" .

This warranty therefore does not cover damages caused by

- carriers
- mounting not in accordance with directions
- incorrect use
- bad servicing
- repair by unauthorized third parties
- electric failures
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Art. 09 Damages which the Customers should believe to be connected with defects of the original products have to be communicated in written to M&M International Srl , attaching all appropriate details as products references, date and number of purchasing invoice , description of the damage, in order to allow M&M to perform all appropriate controls and verifications.

Under no circumstances M&M will accept charges and debit notes without verifying previously all causes and reasons of the damage.

Art. 10) Transport costs for the goods to be given back or repaired or replaced to and from the Manufacturer/M&M International Srl facility are at Buyer/Customer charge, unless different terms are agreed in writing between the Manufacturer and the Buyer

Art. 11) At receipt of the faulty pieces the Manufacturer/M&M International Srl will act at its own discretion as follows:

- repair the faulty goods and send them back to the Buyer
- or
- issue a regular credit note for the value of the returned goods after verifying the fault liability is to be drawn back to the Manufacturer.

Transport & transport insurance

Art. 12) Transport of the goods is always effected on **Ex-works term as per Incoterms 2000** – PUB. ICC no. 560, and the goods travel therefore at full charge, risk & responsibility of the Buyer/Customer, unless differently specified by mutual written agreement between Parties; also in this case all agreements have to be intended as referred to the INCOTERMS in force.

Art. 13) Insurance is never covered by the Manufacturer, and therefore insurance doesn't cover product damages, thefts and lacks during their travel, unless previously determined by a different written agreement between parties; in this case all expenses will be debited in the invoice

Various

Art. 14) in case of delayed or outstanding payments from the Buyer's side, M&M is entitled to keep on hold the goods in order or cancel the pending orders by sending the Buyer a written advice. In this case the Buyer is not entitled to any compensation or refund.

Art. 15) In case of dispute/controversy about the clauses of the present agreement the Italian legislation will apply and the Parties will refer to the Italian Court of Law in Bergamo (Italy)