General Conditions of Sale applied by EL.CO.

Purchase Orders
The Purchase Orders are subject to our acceptance and will be deemed valid only if written and clearly showing the correct description of our products and our code (600…, 610…, etc.). The Purchase Orders will be deemed valid only after our order confirmation, written and resent to the Customer. The minimum order amount that can be invoices is € 350.00. If that minimum order amount is not achieved the customer should pay and order fee of € 25,00.

Prices
The prices applied are those shown in our price list divided into categories of products. This price is subject to the discount previously agreed. Otherwise, the prices must be applied based on the current promotions. In any case, the prices are net and do not include VAT.

Deliveries
The delivery dates are the ones when the goods are ready at our headquarters and are not binding, unless other arrangements made at time of the order, which may not include penalties of any kind for any delay in delivery of the goods. The maximum delivery time is fixed in 50 days, with the exception of particular problems of availability of raw materials. The goods will be jointly sent on the latest delivery date shown on the order confirmation, unless otherwise agreed within 3 days from the receipt of the order confirmation sent by EL.CO.

Packing
The items are packed with one or more products and are entered into cardboard boxes as per our standard.

Shipments
The goods are carefully packed in boxes and closed by using tape showing the EL.CO. logo. Then they are assigned to the carrier. The cost of shipping and handling are the responsibility of the Customer unless otherwise agreed, which assumes all risk of loss or damage, even if it's agreed the free of charge delivery. Deliveries by carrier are made through couriers at our discretion. In the event that the Customer requests an alternative carrier, it must arrange the pick-up of goods which cannot be prepaid; the Customer must also verify the integrity of the goods and packaging to make sure the material has not been damaged during transport. If the goods and packaging are found to be defective, broken or damage to at the time of delivery, the Customer will accept with reserve writing "accepted subject to verification" on the transport documents. The Customer shall promptly inform EL.CO. of this situation by simply sending it a copy of the transport documents.

Installation and Use
The products must be installed by the Customer that must comply with the manual for use and maintenance of each product for the proper installation and use of the goods delivered by EL.CO.

Details and manufacture features
The data shown on the leaflets related to the features and performance of the products are examples and can vary without notice. The Customer shall not be entitled to reject the goods made available to the Customer during the ordering execution, objecting to the application of changes made after the order. EL.CO. is not required to make changes after the order to the products intended for the Customer. EL.CO. reserves the right to make technical and functional modifications to its products.

Restrictions to the use of the products
The Customer agrees not to use the products for a purpose other than that for which they are intended and in particular not to use them for participation in competitions, exhibitions and similar events without the prior consent of EL.CO. Any liability that may arise out of such use, even when authorized by EL.CO., will remain the sole responsibility of the Customer.

Claims
The goods sold comply with the use for which they are intended. Upon delivery, the Purchaser must check the products compliance and notify any defect in writing within 8 days from the delivery. Any disputes and/or claims do not suspend and/or cancel the obligation of the Purchaser to pay the price. No claims may be asserted in Court prior to the payment of the goods.

Payment terms
Payments must be made within the terms and conditions laid down and accepted during the ordering phase. Delayed payment authorizes us to charge the costs of return and interest at the rate of 3% above the current bank interest rate and, in any case, not exceeding the maximum applicable under Law 108/96 for the transactions of the same type, including the costs of any legal action for recovery of the debt.

Warranty
EL.CO. warrants its goods, provided that they are properly used, only for defects in material or workmanship for a period of 12 months from the date of delivery. EL.CO. reserves the right, subject to verification of defects and their causes to be performed in the factory, to provide for the repair or replacement of the goods. The warranty excludes defects due to normal wear and tear, accident, misuse, improper use, tampering by unauthorized personnel, causes not caused by the product itself (natural disasters, force majeure), negligence, improper use, inappropriate use, use outside the scope of supply, repairs or modifications to products made without the consent of EL.CO., designs and specifications provided by the Purchaser instructions given by the Purchaser, software and firmware developed by the Purchaser and used on the product and, more generally, any defect due to the fault or in any case to activities performed by the Purchaser without the written consent of EL.CO. In addition, EL.CO. reserves the right, in case of any inspections on the goods at the customer's premise, to charge it any travel expenses and if the repairs are carried out of the office, EL.CO. can charge the Customer the cost of labor. EL.CO. is not liable for costs of disassembly, transportation, reassembly, re-installation or testing of the products affected under this warranty. EL.CO. in any case is not liable for defects or faults or damage which occurred or become known after the expiry of the warranty period stated above. The warranty is void if the product involved is characterized by damage resulting from improper use, tampering, or any failure to comply with technical data provided by the Customer. In order to proceed with the return of the material, you have to wait for the confirmation code by EL.CO. through the application form ("RMA" Return Material Authorization) completed in its entirety. All material, properly packaged, will be collected EWX by EL.CO. Srl with the terms indicated in the RMA module. The transport document shall bear the return authorization number, otherwise the goods will not be accepted. The responsibility of EL.CO. is intended only for the repair and replacement of products under warranty, with the explicit exclusion of all costs associated with legal and transport-transfer costs and all other costs on products applied on site. EL.CO. is not responsible for any direct or indirect damages to people or things resulting from the misuse of the products. The material repaired after the warranty expiration date has a coverage limited to the one-month period relative to the product component.

General Conditions of Sale applied by EL.CO.

Return procedure for repair or warranty

The material returned for repair or warranty will be collected EWX by EL.CO. Srl with the terms indicated in the RMA module. This material must be packed in the original or alternative packing suitable to withstand any impacts during transport. The goods must be sent together with the transport documents bearing the number of authorizations to return otherwise the parcel will be refused by El.Co. Srl warehouse. In case the goods reach El.Co. Srl with damages caused by a not proper package (this will be checked by El.Co. Srl expertise technicians), El.Co. Srl reserves the right to charge costs to the customer.
The number of authorizations to return will be notified by EL.CO. after it approved the reason for the return by filling the RMA form by the Customer.
The material returned that will be found properly operating will be subject to a charge to the Customer that must pay for the management costs. The repairs not covered by our warranty will be invoiced.

Material return

Our Company does not accept the material return if it is not sent for repair and warranty reasons. In special cases we can accept the goods return, but it must be expressly agreed and authorized in writing by EL.CO. The goods must be sent together with the transport documents.

Personal Data Processing -Privacy-

The personal data supplied by the Customers are processed for commercial purposes in compliance with the provisions of the law on privacy and based on procedures suitable to ensure their safety and confidentiality. The personal data must be disclosed to third parties in Italy and abroad for the achievement of the above-mentioned purposes. The beings concerned are entitled to: a) receive confirmation of any personal data processing related to them; b) obtain the deletion, change, update, modification and/or integration of their personal data; c) oppose to the personal data processing for commercial purposes and adverting material sending.

The Buyer declares to have read and agreed to the terms of the above conditions, without exception, and to approve all the conditions on the prices, delivery time, deposit and/or advance payments, warranty, cancellation or termination of the contract.