

D. Guarantee

M.E.C.'s machines are covered by one year guarantee on electrical and mechanical components. The guarantee gives the possibility to change any part that shows manufacturing defects and on the material without any additional cost.

- Each substituted part will belong to M.E.C. The guarantee gives no possibility to ask for any refund for breaks or other damages.
- The reparation under guarantee are executed at our premises with transportation expenses charged to the customer.
- Travel or transfer costs for local reparations are not included into the guarantee. The guarantee is debarred in case of modifications without our permission and if payment conditions are not respected.
- Each variation on payments must be authorized by M.E.C. in writing.
- Every claim has to be done in writing to the attention of M.E.C. within 7 days after the defect identification.
- If the claim has not be done within this period, the guarantee is not considered or is denied.

M.E.C. does not take on any responsibility for the following:

- Loss or damaged: indirect, collateral or special, inadequacy for the meant usage.
- Anomalous usage conditions, accidents, negligence, equipment improper usage, improper conservation or damages caused during the shipment
- Non-compliance of the prescribed programs of equipment maintenance and parts substitution
- Cost of labour, loss and damages coming from improper usage, maintenance and repairs done by people not authorized by M.E.C.
- Improper application of the product

M.E.C. does not take on the responsibility for any events coming from the violation of the guarantee itself.

D.1. Guarantee limitation

The guarantee covers only the mistakes clearly provable and reproducible due to predictable wear and tear, malfunctioning, break because of a correct usage and appropriate maintenance.

The guarantee does not apply in the following cases:

- Normal deterioration.
- Stored equipment in an improper way, subject to bad usage, negligence or accident.
- Modification without written approval.
- Stored, installed, used material not in accordance with the instruction foreseen in the handbook and/or in the industrial practise
- Malfunctioning of mechanic or electric parts as a result of incorrect electric supply such as voltage pick, troubles in the grid frequency or incorrect grounding.
- Damages caused by water, condensation, steam or fire.
- Problems due to lack of oil, lubricant or wrong usage of them.
- Problems and damages caused by an incorrect or incomplete programming of electronical devices (e.g. software upload in the PLC).
- Settings of parameters in the electrical devices (e.g. Jumo).
- Problems due to dirtiness, corrosion, filing and dust in the valves, in the valve seats, in the filters, in the nozzles etc.

D.2. Repairs during the guarantee



M.E.C. reserves the right to replace any component or part of the damaged equipment with other components that have the same or better functionality of the original ones, during the guarantee validity. The guarantee of new components is renewed by extending the guaranteed period for the whole installation.

The guarantee covers only the used spare parts and the working hours on the equipment. All the other costs (transportation, pre-inspection, room, board, etc.) are not covered by guarantee and are charged to the customer.

D.3. Guarantee extension

M.E.C. offers the service of Guarantee Extension for 1 or 2 additional years. For the quotation, please contact M.E.C.

D.4. After-sales support

M.E.C. supply an After-sales support to its clients with technically qualified staff, which is able to provide every kind of maintenance on our machines. To allow the correct use of the equipment, we offer a free training at our premises in Caltignaga (NO).

D.5. Claims

The buyer inform in writing M.E.C. about defects within 8 days from the delivery of the goods and the company itself takes care of the replacement of faulty pieces; compensation for damages or other requests for those defects are not accepted. This condition is debarred in case of insolvency or payment delays from purchaser.

E. Delivery time

The delivery time quoted in the offer is intended to be valid after the confirmation of technical specification and the reception of a clear and unequivocal order via fax or e-mail.

M.E.C. have to be in possession of all the information regarding the application.

The delivery time starts at the reception of the first payment on our bank.

The above mentioned delivery time is based on the actual workload. In case of workload increase, this time cannot be guaranteed anymore.

Take into consideration a delay of 2 weeks due to Christmas holidays and 4 weeks for summer holidays during august.

M.E.C. does all the necessary to fulfil the contracted delivery time and it informs the customer in case of variations or possible delays. The delivery time is indicative and it has not any penal implications.

M.E.C. does all the best to fulfil the goods delivery within the contracted time, but in case of impossibility, it is not responsible for possible damages, except after 1 month delay from the delivery time in the weight of 0.2% of the purchase price up to a maximum of 2%.

M.E.C. is not responsible if the delivery has delay due to any cause not directly imputable to it.

No more claims can be laid due to delays above mentioned, except in case of sever negligence or volunteer misbehaviour of M.E.C. Srl.

E2. Goods shipment



When not otherwise specified in the order confirmation, the returns is EXW (ICC Incoterms 2010).

The goods travels at customer's risk, except of specific opposite agreement.

For damages and busts caused by third party, the purchaser has no right to pretend any damages refund from us.

The goods can be insured under provision of the purchaser, and with its charge into the invoice at the cost level.

The package is made by using standard materials (boxes, pallets) and it is not allow accepting returns of them.

F. Payments terms

All the invoices are subordinated to our General Sales Conditions.

The acceptance of our offer includes in an explicit way that the agreed payments terms are accepted and respected.

The orders are constrained for M.E.C. when a written confirmation has been received and are subjected to those General Sales Conditions, applied to all the accepted orders by M.E.C. Srl.

Prices are intended for goods ex our warehouse in Caltignaga – EXW (ICC Incoterms 2010) net of VAT, which is paid by the purchaser according to the law, and any other charges.

The payment terms are the ones specified in the order confirmation. Any change must be agreed in written with M.E.C. Srl.

In case of delated payments, M.E.C. charges the interests according to the law DLGS 231/2002 and any consequent modification.

In case of delated payments, M.E.C. Srl has the right, according to a written communication to the purchaser, to suspend the execution of its obligations, until the payment execution.

F.2. Property terms

The property transfer of the delivered good is submitted to the reception of the whole payment.

Receipts of payment, bills of exchange and cheques are not valid as declaration of payment up to the effective transfer of the money.

The purchaser is responsible for any loss, direct or indirect, on the sold goods or coming from the sold goods at the delivery.

F.3. Cancellation

In case of complete or partial cancellation of the order by the client, M.E.C. issues the invoice for the material, the planning and the labour as follow:

- Cancellation 1 week after the order: 40% of the whole value of the order.
- Cancellation 4 week after the order: 80% of the whole value of the order.
- Cancellation after more than 8 weeks after the order: 100% of the whole value of the order.

G. Confidentiality

M.E.C. and the clients will not provide any information to third party, except of consultants or employees of the 2 companies.

The confidential information includes the installations of M.E.C. and the client, calculations, record of technical information, technologies, information of marketing, financial data, receipts, models communicated in written or verbal way.

H. Force majeure



M.E.C. is not responsible towards the customer for losses or damages faced by the customer, directly or indirectly, caused by busts or delays in the delivery by M.E.C., or during the operation caused by circumstances that do not depend on M.E.C. For example, fire, busts in the telecommunication systems or in the computers, floods, natural disaster, war, terrorist acts, rebellions, civil wars, embargoes, governmental law or restrictions, plant expropriation by state authorities, interruption or delay in transportation, lack of materials, energy supply interruption, impossibility to obtain materials or stocks, accidents, explosion or other causes not directly attributed to M.E.C. Srl.

The delivery time and the works from M.E.C. are extended during the duration of those circumstances and for a reasonable successive period.

I. Disclaimer

None of the parties is responsible for the loss of profits or for any damage, indirect, special or consequent, coming from this contract. This includes but it is not limited to: revenue loss, usage limitations, damages to the equipment or to other properties; facilities or services; increases of production costs; interruption of negotiations; environmental damages; damages to the warehouse or to the products obtained by the application of this machine.

The M.E.C.'s responsibility is limited to what is described in the chapter "Guarantee" and it is limited to the coverage of the third-party liability.

J. Compensation

The client defends M.E.C. and/or its agents, members and employees against any violation of any patent or copyright or brand from products or services coming from the project execution and the requested technology.

The client agrees to safeguard M.E.C., its staff and the agents against any claim that M.E.C. must pay or face because of direct, indirect or accidental actions caused by M.E.C. staff. In this case, the amount of the compensation is limited to what reported in chapter "Guarantee" and is limited to the coverage of the third-party liability.

K. General Sales Conditions

All prices are net VAT and local taxes and are expressed in Euro (€).

The General Sales Conditions are connected to this quotation.

That means that by issuing an order the client accepts fully and without any limitations the General Sales Conditions, without any reference to other documents as offers or preliminary drawings.

Therefore, the client cannot impose any opposite condition to M.E.C., unless specifically accepted without considering the moment in which M.E.C. Srl has been informed about it.

Any variation is valid only if both parties give their approval specifically in written.

Offer validity: 30 days, except of different condition specifically inserted in the offer.

L. Dispute and applicable law

All the disputes coming for the mentioned General Sales Conditions and even connected to them, whenever the purchaser is an extra-EU subject they are solved through arbitration in accordance with the regulation of the National or International Arbitration Chamber in Milan.

In case of EU subject, they will be solved by the court in Novara, Italy.

The mentioned General Sales Conditions are subjected to the Italian right.