

# Telecomunicazioni Elettroniche Milano srl

HEAD OFFICE: Via Copernico, 11 20082 Binasco, Milano - ITALIA  
Phone. +39-02-92270033 Fax. +39-02-99761461 www.tem-italy.it [sales@tem-italy.it](mailto:sales@tem-italy.it)  
VAT Nr. IT05837360964



## GENERAL SALES TERMS & CONDITIONS

Commercial Relationship between TEM and its customer are regulated by the following General Conditions. When accepting an offer made by TEM and /or placing an order, the buyer accepts that these general conditions will be applied to the contract. Only Italian Law is applicable.

### **PRICES & TERMS OF PAYMENT**

If not differently agreed, all prices are ex place of delivery in EURO €. Freight are excluded. Prices are based on net cash transactions and do not include taxes, duties, fees, bank charges, inspections or other special or service charges, all of which are for the account of the Purchaser.

### **CUSTOMERS ORDER AND TECHNICAL SPECIFICATION**

Any variation in the order must be subject to prior written agreement by TEM , which reserve the right to increase the price of the product accordingly. TEM reserves the right to modify the product specifications in order to improve performance and reliability. Relevant device code number could remain the same.

### **OWNERSHIP**

The goods remain property of TEM until payment for them has been received in full.

### **LICENSES AND PERMITS**

All permits necessary in importation, installation, erection and operation of equipment covered by any order shall be the sole responsibility of Purchaser.

### **DELIVERY & DISPATCH**

If not differently agreed, all equipment will be delivered Ex Works at manufacturer's shipping point. Delivery periods are not binding unless the seller has expressly given a confirmation in writing. The delivery term written in our offer and/or confirmation and /or pro-forma invoice is intended the day that the goods leaving the stock. In case of unforeseen delivery impediments such as act of God,strike, interruption of operations in our own company or in our suppliers company or transport problems etc., the seller may not be held responsible for damages caused.In case of carriage paid, dispatch is made within the sellers discretion and without any guarantee of the cheapest way of dispatch. Insurance is obliged and affected at buyer expense. All consignments including possible returns are at the buyers risk and expenses. Purchaser assumes all responsibility for risk of loss of, or damage to, the equipment upon delivery at Seller's shipping point,no later than when leaving the stock, notwithstanding the fact that Seller may have selected the carrier.Moreover the Customer will be liable for any expenses resulting from failure to receive the goods in good time. If Purchaser delays shipment, payments are to be made as though shipment has been made as specified and the equipment shall be at Purchaser's risk and shall be stored by Seller at Purchaser's expense.

REGISTERED OFFICE: Piazza della Repubblica n.30, 20124 Milano - ITALIA

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## WARRANTY

The standard TEM's warranty lasts 24 months from shipping date (if not differently stated) and covers all parts and labour required to repair any equipment or replace the faulty components. The warranty will be carried out free of charges for the customers. The warranty is valid at TEM's facilities in Binasco (MI) - Italy. Only the freight costs, including related Customs Duties, to and from TEM facilities, are at customers' charge. It is compulsory to contact the Sales Department before shipping any equipment or part under the Warranty Terms, in order to agree the correct procedure in advance. The warranty is not valid for any fault related to external causes such as spikes on the mains or lightning, or in case the instructions and advices as described in the Users Manuals are not strictly followed. If any malfunctioning is discovered during the warranty period, TEM Technical Support Department has to be contacted before attempting to repair or replace any part and to make any adjustment. In case this precaution won't be taken, the warranty decays. TEM Sales or Technical Support Departments have to be notified within a reasonable period of time from the discovery of the fault. A failure written report should be always sent to TEM, duly signed by the technician in charge of the maintenance, and a copy has always to travel with the goods. In case the precautions as carefully listed in the Users Manual will not strictly observed, the warranty is invalid. Semiconductors, power supplies, blowers, air filters, are not included in the warranty. Spares and softwares will be available for period of 10 years. Any modification to the above warranty terms has to be stated in written.