

1.ORDER

The supply includes the goods specified in our offer or order confirmation to the conditions contained therein.

2.ACCEPTANCE OF THE OFFER OR ORDER CONFIRMATION

The clauses listed in the offer or order confirmation are parts of the order itself. The client will report in writing any disagreement on the text of the offer or order confirmation, annexes or documents included but not later than seven days from the date indicated on the documents. Getting nothing within seven days, the clauses listed in the offer or order confirmation will be considered accepted in its entirety.

3.MODIFICATION AND CANCELLATION OF THE ORDER, CHANGE IN THE ORDER SPECIFICATIONS

Any cost occurs before the modification, cancellation of the order and the change in the order specifications will be invoiced and has to be paid at Cariboni s.r.l..

4.DELIVERY TERMS

The delivery terms given in the order confirmation or offers are indicative therefore the contracts are not solvable and no refund can be required if the deliveries will be made later than that date.

5.DOCUMENTATION

At the end of the supply and after that everything has been paid, Cariboni s.r.l. will send in paper or informatics form a "user manual" related to the goods delivers.

6.RISKS AND DIFFERENCES

The goods travel at buyer's risk even if the transport is pre-paid by Cariboni s.r.l. or deliver with Cariboni s.r.l. car. Any discrepancies in quantity and / or quality respect to what indicated in the documents must be communicated by the customer within seven days from receipt of the goods, after that period no more claims will be admitted.

7.WARRANTY

The products supplied are covered by a warranty against manufacturing defects for 12 months from the day of shipment, unless other contractual arrangements.

The warranty is limited only to the replacement of defective parts for defects in materials and/or construction and not for the assembly. These defects need to be confirmed by us in our workshop, so the materials must be sent prepaid by customer.

For any requested assistance outside our firm, we will charge to the customer all the living expenses incurred by our staff, the hours required to arrive to the site requested by the client and those of re-entry. The mileage expenses will be charged on the ACI scales.

In default of payment no warranty will be provided.

No guarantee will be recognized for damages resulting from the following reasons:

- Improper or incorrect use
- Assembly, installation and starting done by the Buyer or third parts
- Natural wear
- Misuse or careless
- Use of unsuitable operating means
- Use of substitute materials
- Electrical influences
- Natural disasters

Cariboni s.r.l. is not responsible for damages resulting from modifications or repairs performed by the client or by third parties without prior approval of the same company Cariboni s.r.l..

From the guarantee remains in all the case excluded any recognition of damage due to improper use of equipment and failure due to totally or partial absence of adequate safety devices.

8.EXCEPTIONS

Rubber boots for canting keel systems and softstarts are not covered by any warranty.

In case of damage to the vessel, equipment or other property or persons caused by the failure of equipment of Cariboni s.r.l., Cariboni s.r.l. has an insurance with one of the primary insurance company in Italy.

9.RESERVATION OF OWNERSHIP

Cariboni s.r.l. will always be, unless for different agreement with the client, the owner of any rights, of whatever nature, projects and drawings prepared/designed by Cariboni s.r.l. technical office. Therefore, any eventual realization arising from these projects by third parties must be authorized in advance and in writing from Cariboni s.r.l.. In the case of fraudulent behavior of the client or third parties, Cariboni s.r.l. protects in the most appropriate ways their own interest without any prior warning.

10.PACKAGES

The packaging of the goods to be sent to the customer will be billed at the cost supported by Cariboni s.r.l..

11.PAYMENTS

Payments must be made in accordance with what indicated in the offer or order confirmation. We repeat, again that in case of default of payment, in whole or in part, by the purchaser (customer), will not validate the warranty on the goods or services provided.

12.BREACH-FAILURE

Failure by the customer of the terms of payment and / or any other terms give the rights at Cariboni s.r.l. to suspend or postpone the execution of the supplies or to consider terminated the contract with the right to act, if necessary, to required damage.



13. APPLICABLE LAW AND JURISDICTION

For any dispute will be only applicable the Italian law. The competent Court for any controversy is Milan.

14. DELAYED PAYMENTS

On late payments will be calculated default interest at the official rate plus three points based on the DLG 231/2002 from the due date of the invoices until actual payment of the same.

15. SAFETY

Lastly, it is specify that, the "user manual" that Cariboni s.r.l., will give to the customer, will include the necessary directions on how to behave with our products, to avoid dangerous situations. However it is impossible with a manual, to inform the operator of all the dangerous situations that may occur during use, or maintenance of our products. A good technical knowledge of the products, safety instructions manual, and respectful behaviour of the most elementary rules of security, can certainly help in many dangerous situations that you encounter.

Our goal is to help you with good safety rules.

Remember: Safety is your interest and your responsibility.

In particular, the customer, acknowledge to have specifically agreed and understood, in accordance with Articles 1341 and 1342 c.c. the following terms and conditions of supply over better specified, and in particular: 1. Order. 2. Acceptance of the offer or order confirmation 3. modification and cancellation of the order, change in the order specifications. 4. Delivery Terms 5. Documentation. 6. Risks and differences. 7. Warranty. 8. Exceptions. 9. Reservation of ownership. 11. Payments. 12. Breach-Failure. 13. Applicable law and jurisdiction. 14. Delayed payments.

For acceptance:

Ronco Briantino, (Date)

Nome e Cognome in stampatello
(Name and Surname in capital letter)

Timbro e Firma.....
(Stamp and Signature)

COMPANY DETAILS

Registered office:

Cariboni S.r.l.
Via dell' Unione 3
20122 Milano (MI) - Italy


Headquarters:


Cariboni S.r.l.
Via Mattei 3/a
20885 Ronco Briantino (MB) - Italy

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