



GENERAL SALE CONDITIONS

SMS SRL is committed to provide its products at the following conditions.

PRICES

Prices are those specifically stated in the price list in force; VAT, transport, customs and any other extra charges are not included. Prices in this list are applied to all order confirmations starting from 01/01/2017.

Prices are not binding, however: any changes that occur on the cost of products may give rise to change without notice.

Personal discounts, usually granted by sales department, do not apply to exceptional supplies made during business closure (summer or Christmas holidays).

CHANGES ON PRODUCT

SMS shall have the faculty and the right to make, at any time and without prior notice, any kind of modification even constructive to the product in order to improve it, always ensuring its interchangeability.

SUPPLY

Each supply includes only what is clearly and specifically described in our order confirmation or Proforma Invoice. Goods shipment is always subject to the availability of material, as well as to situations of default of payment by the customer.

DELIVERY TERMS

Goods are sold Ex Works SMS Crespellano, unless otherwise specified in the order confirmation. SMS responsibility is fulfilled with the taking over of the goods by the carrier.

Upon receipt, the materials must be checked and in case of damages, losses or any kind of concerns, notify it to the forwarder by writing a note on shipping documents.

DELIVERY

Delivery time listed in offers or order confirmations have to be considered starting from the date of receipt of the order and related documents, if required. These terms are not binding, they may be extended if the buyer fails to fulfill its contractual obligations on time and in particular

- Delays in payments;
- If customer does not provide on time data or diagrams necessary for order execution;
- If the customer require modification or changes during the execution of the order.

Nothing will be owe to customer for any delays in delivery, nor he can claim damages or compensation for expenses and for direct or indirect damages resulting from such delays.

WARRANTY

The warranty terms are those expressed in the WARRANTY, AFTER SALES SERVICE AND REPAIRS.

METHODS OF PAYMENT

Payment must be done accordingly to our order confirmations. For delays in payment SMS shall have the right to charge interest at the current bank rate plus three percentage points. No claim on any nature either technical or business is eligible for a suspension of payments.

SMS has the right to suspend supplies in case of delays in payments or can eventually ask for advance payment in order to release the goods.



RETURNS

- SMS do not accept return of the material unless previously agreed with sales department.
- Any credit is subject to verification of the material.

CONDITIONS OF WARRANTY AFTER SALES SERVICE AND REPAIRS

The warranty, after-sales service and repairs will follow the following conditions:

GENERAL SALE CONDITIONS

WARRANTY

We guarantee that the material supplied is free of defects in parts and workmanship and regularly operates in full compliance with the specifications of order. The guarantee is valid for 12 months from the date of delivery of the material. This warranty applies to products supplied by us and also covers parts and components produced by us or purchased from other suppliers.

For the device SOFT STARTER, the warranty on the power components will be valid only if they are protected by suitable fuses as specified in the manual.

In case of delivery of wrong product or not working, SMS is committed to restore the product at the same condition of the supply initially established; replacing or repairing the product at its discretion. The customer will owe nothing for the time during which the system will remain idle nor may claim damages or compensation for expenses and for direct or indirect damages resulting from such repairs or replacements.

The warranty does not include:

- All parts subject to normal wear and tear;
- The parts damaged by misuse, negligent treatment and / or inattentive, incorrect assembly, excessive stresses imposed on the materials used in electrical conditions, climatic, environmental, different from device specifications, or other than as specified in the user manuals for negligence in maintenance operations and for exceptional events (earthquakes, floods, lightning, etc.).

SMS will replace or repair any products or components that exhibit proven manufacturing defects. Damages or faults has to be reported in written during the term of the warranty. Any part repaired or replaced are warranted for a period equal to that which it enjoyed at first.

REPAIRS TERMS

The transport of materials for repair in warranty to or from SMS, will be on SMS charge only if carried out by couriers authorized by SMS.

The costs of transport incurred by SMS material not under warranty, will be charged on the invoice.

The faulty received with couriers not authorized by SMS, will be returned to the sender.

PLACE OF DELIVERY OF MATERIAL SMS Sistemi e Microsistemi s.r.l. - Via Guido Rossa, 50 Loc Crespellano 40053 Valsamoggia Bologna Italy.

TIME TO REPAIR

Repairs will be performed within approximately 20 working days from receipt of the material, complete with all the accompanying documents. Excluded are cases in which the retrieval of the parts to be replaced requires longer times, in this case SMS will inform the customer accordingly.

OUT OF WARRANTY REPAIR

Repairs out of warranty, will be made only after the 'approval of the estimate costs by the customer. After 30 days from the of the estimate, the material will be returned to customer unrepaired.

In case the repair fee, will cost less than 15% of the cost of the new device, SMS is not required to send any quotation to the customer and proceed with the repair.



TECHNICAL ASSISTANCE

SMS provides a free of charge telephone technical support exclusively called by the client.
SMS, on request, can be carried out: checks, repairs, and put in functions on the installation site, the operations can be carried out on plants or where the client requests to the below conditions :

TIME AND PLACE OF INTERVENTION

The project will be carried out as soon as possible, subject to availability of SMS staff and as a result of agreements between the SMS and the customer.

COST OF INTERVENTION

The costs of the interventions will be quantified and has to be agreed in advance with the Business Manager.
Before the technician leaves for the assistance, the customer must approve the budget guidelines drawn up by SMS.
For interventions abroad, we are willing to work with rates to be determined from time to time.

APPLICABLE LAW AND JURISDICTION

Any relationship governed by these Terms and Conditions shall be governed by Italian law. For any dispute arising from the application of these Conditions shall be referred exclusively to the Court of Bologna.
These general sale conditions are replacing all previous ones and will be valid until the next revision of the PriceList.
Thanks in advance for your cooperation that will give us, in order to improve the service.
SMS SISTEMI E MICROSISTEMI SRL (Gruppo SASSI HOLDING)

SMS S.R.L
Management

