

## **FUMAGALLI SALE TERMS:**

### **Order acceptance and confirmation:**

*Customer's orders must be sent by written.*

*A proforma invoice from Fumagalli S.r.l. will follow each order; the proforma invoice will have to be checked and definitely confirmed by the customer. Telephone orders must be confirmed by written; without the written confirmation, telephone orders will be considered as not received. Any modification of the order will be accepted only if it will be sent by written within 48 hours from the confirmation of the proforma invoice sent by Fumagalli S.r.l.*

### **Delivery times:**

*The delivery date mentioned on the offers of Fumagalli S.r.l. is meant as the date starting from which the goods will be available for collection at the manufacturer's warehouse.*

*Delivery times will have to be considered as approximate and not specific. They will start from the receipt of the final written confirmation of the proforma invoice sent by Fumagalli S.r.l.*

*Possible delays in the delivery will never be in any case an acceptable reason for cancelling the order and won't give to the customer any right to ask for reimbursements or penalties.*

### **Transport:**

*The transport is always Ex-factory Varese. Independently from the transport terms, the goods will always travel at the risk and danger of the purchaser.*

*In case of loss or damaging of the goods during the transport, the purchasers will have to claim for the damages only with the carrier, being excluded any liability of the company Fumagalli S.r.l. on this matter.*

### **Claims:**

*Any claim regarding the quantity or the quality of the goods will have to be sent to Fumagalli S.r.l. by written within 8 days from the customer's receipt of the goods. Any claim sent after this period will not be accepted.*

### **Returns:**

*No goods return will be accepted if not previously agreed and authorized by written by Fumagalli S.r.l. Any return of goods, if authorized by Fumagalli S.r.l., will have to be shipped free our warehouse in the original packing and without any damage.*

### **Warranty:**

*Fumagalli products are covered by the law warranty of 1 year. In case of clear manufacturing faults of an item, the company Fumagalli S.r.l., on his unquestionable judgment, will proceed to the fixation or the replacement of the same.*

*The warranty on Fumagalli LED modules is of 2 years, starting from the date printed on the back of every module.*

*Any piece considered as defective will have to be sent back to Fumagalli S.r.l. at customer's cost and only after receiving the written authorization of the manufacturer.*

*In any case the liability of Fumagalli S.r.l. will always be limited to the mere replacement or the fixation of the faulty item. In no cases the purchaser will have the right to claim for any reimbursement or cost related to installation, uninstallation, transport or dismantlement of the material.*

### **General:**

*The company Fumagalli S.r.l. reserves the right to modify its own lighting fittings without giving previous notice.*

### **Competent jurisdiction:**

*Contract are always governed by the Italian law, even when they are agreed with foreign customers. In case of any controversy the competent court will be the one of Varese (Italy).*