

Terms and Conditions of Sales



These conditions of sales shall supersede Buyer's purchase order's terms and conditions if there is conflict between the buyer's terms and conditions and these terms and conditions, unless otherwise stated in offer or contract documents.

❖ QUOTATIONS

Prices of our quotations are valid for 30 days unless otherwise specified. Prices, delivery dates and terms are not binding until all the technical conditions and requirements have been agreed.

❖ ORDERS

The orders do not imply any obligation for Ntek S.r.l. until confirmation of order in writing. By placing an order, the Customer confirms that he is in agreement with our Terms and Conditions of Sale.

❖ ORDER CONFIRMATION

The order confirmations issued by Ntek S.r.l. will form the basis of any contract stipulated under these General Conditions of Sale and will regulate the scope of supply. Orders placed by the Customer will be binding for him and will be considered accepted by Ntek S.r.l. upon receipt of our order confirmation. Agreements and accessory modifications must be confirmed by Ntek S.r.l. in writing to be effective.

❖ PRICES, TAXES and VAT

Prices are Ex-Works (INCOTERMS 2012). Prices are excluding VAT, customs duties and taxes, unless otherwise indicated.

❖ DELIVERY

The delivery date is made without obligation. A delay in the confirmed delivery date does not entitle the customer to cancel the order or raise complaints.

❖ TERMS of PAYMENT

Payment must be made in the currency indicated on our bank account indicated on the invoice, unless otherwise indicated in our offer, in the contract documents, in the order confirmation or on the invoice. All sums due under a Contract will be paid in full by the Buyer without deduction, withholding, compensation or counterclaim for any reason. The customer must cover all bank charges.

❖ DUE OF FORCE MAJEURE

Ntek S.r.l. will not be liable for any delays in delivery or for failure to deliver, in whole or in part, caused by the occurrence of any event beyond the control of Ntek S.r.l., including but not limited to, war, sabotage, insurgency, riot or other deed of civil disobedience, act of a public enemy, failure or delay in transportation, act of any government or any agency or subdivision of the same, legal action, labour dispute, accident, fire, explosion, floods, storm, labour shortage, fuel, raw materials or machinery or technical failures in which Ntek S.r.l. has exercised ordinary care in the prevention of the same. If due to such circumstances or events Ntek S.r.l. has insufficient stock to meet all its commitments, Ntek S.r.l. may distribute the stocks available among its customers in its sole discretion.

❖ DOCUMENTATIONS

Whenever the operation of the equipment requires instructions, Ntek S.r.l. provides a free operating manual and / or multimedia documentation, a video tutorial or a technical sheet in Italian / English. All illustrations and specifications shown in our literature, electronically or on paper, are for informational purposes only and without obligation as we reserve the right to deviate from these specifications without notice.

❖ CLAIMS

Complaints due to incomplete or incorrect deliveries must be sent in writing within ten days of receipt of the goods. Other defects must be claimed immediately after their discovery. Changes to design or construction generally applied to a product prior to delivery do not authorize the Customer to raise complaints as long as the changes are considered as an improvement and do not adversely affect the performance of the Product. Delivery is considered accepted if no complaint is brought to our knowledge within the established terms. Complaints duly raised will be taken into consideration, by replacement or repair under warranty in accordance with paragraph 10, but do not imply any modification for direct or indirect damages.

❖ WARRANTY

All products with Ntek S.r.l. are, unless otherwise indicated, guaranteed against defects in the factory and workmanship for 12 months from the date of delivery. The rechargeable batteries supplied by Ntek S.r.l. are covered by a 12 month warranty, unless otherwise indicated. Ntek S.r.l. does not guarantee that the operation of the software or firmware is completely uninterrupted or error free or that all minor errors in the program will be corrected. The Customer is responsible for determining that the Product is suitable for Customer use and that such use is in compliance with any applicable law. Any equipment that could be faulty must be returned to Ntek S.r.l. or to the local representative; transport costs will be charged to the customer. Ntek S.r.l., or the local representative, at its discretion will repair or replace equipment that will prove to be defective during the warranty period. This warranty includes labour and spare parts; the costs of transport and insurance of the goods are excluded from the guarantee.

Repair due to improper use of the equipment, wear and tear and / or use of unapproved third-party hardware, software or interface are not covered by this warranty.

Ntek S.r.l. will not be liable for any damages resulting from the use or interpretation of the results of the equipment, including the software.

❖ RETURN OS GOODS

No goods must be returned to the factory without prior written consent from the seller providing shipping instructions. The returned shipments are FCA, unless otherwise agreed.

❖ CONFIDENTIALITY AGREEMENT

The Customer undertakes to treat as strictly confidential all information, know-how and other trade secrets that may be known to the Client, in relation to the execution of the respective order, and undertakes not to transmit or make available to third parties. share any information, document, documentation, drawing, sketch or other documentation without the explicit consent of Ntek S.r.l.