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## **CONDITIONS OF SALE AND WARRANTY**

### **A. ACKNOWLEDGE OF THE CONDITIONS OF SALE AND WARRANTY**

1. The commercial relationship between the Seller – Euroscreen Srl and the Buyer is regulated by these conditions of sale and warranty.
2. These conditions shall apply to all contracts between Euroscreen Srl and the Buyer, also when orders are placed on the phone, verbally, by fax or by E-mail.

### **B. METHOD OF DISPATCH OF THE ORDERS**

3. The Buyer can place the order sending a fax or an E-mail to Euroscreen Srl or to the Seller's agent.
4. The order will become binding for Euroscreen Srl when the Seller issues the Order confirmation that will be sent by fax or E-mail. The order confirmation is binding also without the signature of the Buyer. The acceptance with the signature is compulsory only when the order is placed verbally.
5. Time and dates quoted for delivery are estimates only and the time for delivery of the goods shall not be of the essence.
6. Euroscreen Srl will not accept to pay any penalty or extra costs due to delays in delivery.
7. Every single order has to be considered independent from the others. In case of claims on other orders, the Buyer cannot stop payment of the invoices issued for other supplies.
8. Unless alternative arrangements are agreed in advance, Euroscreen decides which delivery forwarder will use for shipment. The freight costs will be debt on the invoice. If the Buyer would like to use its own forwarder has to inform Euroscreen when placing the order.
9. Euroscreen Srl shall not be liable in any way for any losses, damages or expenses (whether direct, indirect or consequential) suffered by the Buyer due to any delay or failure in delivering the goods.
10. Goods damaged in transit must be reported to Euroscreen Srl immediately by signing the delivery note "damaged on arrival. Any damaged goods must be retained (including wrappings, cartons, etc.) for inspection.  
In the event that the delivery note was signed but not marked "damaged on arrival" Euroscreen Srl cannot be held responsible for damages in transit.

## **C. PRICES**

11. Prices on price lists are expressed in Euros and they do not include freight costs.
12. The price list is valid from the date indicated on it and it is effective until variations communicated by Euroscreen Srl. Euroscreen has the right to modify the price list without obligation of notice.
13. Prices invoiced will be those ruling at the date of confirmation of the goods.
14. The orders are accepted unless increases of prices are fixed by our suppliers. If this is the case, Euroscreen Srl has the right to apply a proportional increase of its prices.

## **D. TERMS OF PAYMENT**

15. Terms of payment on the confirmation cannot be modified and are accepted with signature of these terms and conditions.
16. For the first supply, the Buyer has to make an advanced payment by bank transfer. Goods will be dispatched when the transfer appears on our bank account.
17. Other conditions of payment can be agreed with Euroscreen Srl or with its agent.
18. Payments have to be made within the expiry date, as agreed with the conditions of payment.

## **E. WARRANTY**

19. Warranty is 5 years on the motor and 24 months on the other components.
20. Euroscreen S.r.l. never assures that the products it makes are suitable to the Buyer's specific application.
21. Claims about defective products have to be done by fax or E-mail or written letter addressed to Euroscreen S.r.l., clearly specifying what fault is claimed.
22. It is Seller's right to ask digital pictures that prove the fault.
23. The buyer cannot ask any compensation whether the product is mounted inside false ceilings or in positions where it is difficult to dismantle.
24. Euroscreen S.r.l. is not liable for damages caused to the projection cloth if the cloth is places near, nearby, over or under heating or air conditioned sources or inside false ceilings or behind or near windows.
25. Goods cannot be accepted for return without the written prior consent of Euroscreen S.r.l. and RMA number which will be given at the Seller's discretion. These goods should return with a delivery note that precisely indicates the products sent and the RMA number. The RMA number has to be written also on the carton box used for shipment .
26. If the Buyer proves to Euroscreen S.r.l.'s reasonable satisfaction that the goods are not in accordance with the order or are defective by reasons of faulty material or workmanship which is due to the act or omission of the Seller, this one, as its option, may either repair or replace the products or the defective part thereof or issue a credit note. These provisions do not apply to any defect due to normal wear and tear.  
All freight and installation and dismounting costs are charged to the Buyer.

27. Warranty is officially interrupted if:

- the motor is removed / dismantled;
- the screen has been transit damaged;
- the instructions regarding the electrical connections have not been followed;
- the products have to be installed following the electric regulations (CEI) and the other local specific laws;
- in the installation are used electric interfaces that does not allow the correct time lapse between up and down operation (complete cut down of electric power on both phases for half a second)
- electrical accessories have been used that are incompatible with the screen motor causing damage to its internal components;
- the motor end stops have been modified without the authorisation of the factory;
- the sticker regarding the serial number of the product has been altered, deleted, removed or is illegible.

28. After the official warranty has expired, Euroscreen S.r.l. guarantees the possibility to repair the articles charging to the Buyer the cost. The freight costs are also charged to the Buyer.

29. Euroscreen S.r.l. may change the product range, alter specifications, substitute items without prior notice.

Drawings, specifications, product finishes and colour shades in the Seller's literature and advertisements are approximate only and do not constitute a trade description. Euroscreen S.r.l. is not liable for any mistakes on data sheets, catalogues and information published on its website.

30. The contract shall be governed by and construed in accordance with Italian law and the parties hereto submit to the exclusive jurisdiction of the Italian courts in Udine.