

GENERAL CONDITIONS OF SALE

1. DEFINITIONS

In these general conditions of sale, the following words and expressions, unless the context requires a different interpretation, will have the following meaning:

- "SUPPLIER" refers to MICROEL S.R.L., with head office in Robbio (PV), Via Mortara 192 – 194, Italy;
- "CONSUMER": refers to natural person who is acting for purposes which are outside his trade, business, craft or profession.
- "Product" refers to the products indicated in the catalogue in course of validity.
- "Special Conditions of sales" refers to the specific discount and condition of sale agreed with the CONSUMER in every single order
- "Price" refers to the price indicated in the order confirmation sent from the SUPPLIER
- "Catalogue" refers to list of Products in course of validity and indicated in the web site

2. OBJECT AND SCOPE

2.1 These Terms and Conditions of Sale for Consumer govern the sale and purchase, made by CONSUMER, of the Products.

These General Terms do not apply to contracts concluded with Professional CONSUMERS.

The CONSUMER's acceptance of any offer is limited to these General Conditions of Sale.

The following General Conditions of Sale are in compliance with EU Directive 83/2011 transposed by Italian Law n.21/2014.

2.2 These General Conditions of sale regulate the supply of Products only.

2.3 The Parties assign to these conditions a privileged and strengthened efficacy, therefore any supplementary and/or different word or condition will be part of the Contract between the CONSUMER and the SUPPLIER only subject to the SUPPLIER's written approval and they will prevail over any general rules submitted by the CONSUMER. The present Condition of Sale will prevail to all other general condition or rule send by the CONSUMER.

3. ORDERS

3.1. The order submitted by the CONSUMER has contract proposal value and, by sending this order, the CONSUMER acknowledges that he has full understanding of and totally accepts these General Condition of Sale.

3.2. SUPPLIER has the right to accept or reject, in its sole discretion, the order submitted by the CONSUMER. The latter may not complain or claim for rights of any kind, for any reason, in the event of non-acceptance of the order. The possible acceptance of the CONSUMER proposal is confirmed by SUPPLIER with an e-mail order confirmation to the e-mail address provided by the CONSUMER within 14 working days from the receiving of the order.

The Purchase Agreement entered into between the CONSUMER and SUPPLIER is concluded with the sending of the order confirmation to the CONSUMER.

3.3 In absence of different agreement by and between Parties, the CONSUMER, with the acceptance of the order acknowledgment released by the SUPPLIER in accordance with article 3.1 and 3.2. is obliged to take delivery on time and to pay the agreed amount.

Requests of Modification by the CONSUMER to orders already confirmed by the SUPPLIER will be considered and analysed only if they arrive within 10 working days from receipt of the formal "order acknowledgement".

In any case, the SUPPLIER has the right, at his discretion, to refuse or accept requests for order amendments.

Modified orders will be subject to a new scheduling activity and promised delivery date can be amended accordingly.

3.4 The CONSUMER, by formulating the purchase order, acknowledges to have carefully examined the technical, functional and aesthetic features of the ordered products and to consider them suitable for the intended use, directly or indirectly, assigned to them.

3.5 The CONSUMER agrees to place written orders with the SUPPLIER by fax +39 0384 671830; by e-mail ordini@microel.it or by on line shop trough web site procedure.

3.6 Product codes, description and unit prices to be used as reference for the order are listed in the catalogue in course of validity and or fixed time to time by Parties in each order confirmation.

4. DESCRIPTION AND REPRESENTATION OF PRODUCTS

4.1. The description and visual representation of the Products on the catalogue usually corresponds to the photographic image of the products themselves and/or their packaging. This description and representation has the sole purpose of presenting them to the sale, without any warranty or commitment by the SUPPLIER, about the exact correspondence of the image show and describe on the catalogue with the actual Product.

5. DELIVERY TERMS

5.1. Unless otherwise agreed in writing, all delivery of Products will be at risk of SELLER until delivery of the Products to the courier or freight forwarder appointed by SELLER for delivery.

5.2. SUPPLIER will process the order normally within two days (except weekends and holidays) from the date of receipt. With the order fulfilment, SUPPLIER will entrust the Products to a reliable courier or forwarder to send to the address indicated by the CONSUMER, summarised in the order confirmation. Deliveries are made approximately the next 24/48 hours from the fulfilment of the order (excluding weekends and holidays).

No responsibility, in any way, may be charged by the CONSUMER to SUPPLIER in case of delays in the order execution.

5.3. In the event that there is a problem with the courier during transport and the package does not arrive at destination within the indicative period referred above, the CONSUMER can report it promptly to SUPPLIER, which will attempt to resolve the issue in a reasonable period of time. SUPPLIER invites the CONSUMER to not contact them before the aforesaid indicative term has expired, since they would not have the necessary data to be able to contact the appointed courier successfully.

5.4. The fulfilment and delivery terms referred to above are only approximate and not guaranteed, by virtue of the many variables in play, with special but not exclusive reference to the stage of delivery by the courier.

5.5. Delivery times are related to the Products in the warehouse at the time of the purchase. No responsibility can be attributed to SELLER for delays in delivery of the goods due to unforeseeable circumstances or force majeure, and in the event of strikes, weather circumstances, special holidays, warehouse inventories, seat transfers, changes to information systems and other extraordinary events; they are likely to cause approximate times higher than those in the execution of orders, including the order of several days.

5.6 In any case, if the time for delivering the ordered Products should be delayed with respect to the delivery times indicated on order confirmation before placing the order, SELLER agrees to immediately notify the CONSUMER via an e-mail sent to the address specified by the CONSUMER himself.

5.7. In order to deliver the ordered Products, the CONSUMER or his representative must be present in the place specified by the CONSUMER, who will then accept the package on his behalf.

If the delivery does not take place for reasons attributable to the CONSUMER the latter is obliged to pay the costs incurred by SUPPLIER.

5.8. For each sales SUPPLIER shall issue an invoice or receipt for the Products that will be shipped.

The information provided by the CONSUMER with the order will be used for invoice issuance. The CONSUMER assumes all liability for the correctness of this information.

5.9. Upon delivery of the Product by the courier entitled by SUPPLIER, the CONSUMER is required to check that the number of packages delivered corresponds to that indicated in the transport document and that the packaging is not damaged or altered, also the sealing materials, checking with particular care the presence of any signs indicating the breaking of the goods sent.

To be valid, any damage to the packaging and/or the products and or the mismatch in the number of packages and/or information must be immediately reported by the CONSUMER, who must declare, in writing, to the person in charge of product delivery, that they are accepted "subject to control" or indicating that they are "damaged": in the absence of that, complaints will not be accepted. The CONSUMER also undertakes to notify promptly, but no later than 24 hours from the date of delivery in writing to SELLER any and all eventual problems regarding the integrity, correspondence and/or completeness of the Products received, under penalty of forfeiture.

5.10. Notwithstanding the above clauses, the SUPPLIER reserves the right to suspend or extend delivery date if the CONSUMER have not paid within the terms agreed between the Parties;

6. PRICES

6.1. The CONSUMER can buy only the Products listed in the Catalogue.

Prices and availability of Products are subject to change at any time and without notice.

6.2. The Consumer shall pay SELLER the price indicated in the order confirmation page.

All product prices are net of VAT and taxes, and/or any other costs that the SUPPLIER shall support.

In the event that a Product is discounted, the percentage of discount, the original or ordinary price and the final price shall be indicated.

Prices are inclusive of standard packing suitable for shipment. Special packing required, including Standard Euro Pallets, are separately quoted in the price list and the price shall be indicated from the SUPPLIER in the relative invoice.

6.3 Taxes, stamps, custom duties and any other supplementary cost are not included in the prices. Unless an exception is made, such costs and expenses will be paid by the CONSUMER and, in case they are paid by the SUPPLIER, their amount will be invoiced to the CONSUMER.

7. PAYMENTS

7.1. Payments shall be made by credit card or PayPal or bank transfer in advance.

The CONSUMER is required to choose at the time of the order, the chosen method of payment.

7.2. If the CONSUMER purchases Products with payment by credit card or PayPal, the information relating to the CONSUMER's credit card will be transmitted to and managed by a third party ("Intermediary"), via secure connection directly to the website of the intermediary that handles the transaction.

7.3. Credit card payment processing takes place using a secure connection, where the CONSUMER will find an indication of the order and shall specify the type, number and expiration date of the credit card. Additional data or security codes may be required in some cases by the Intermediary (such as, but not limited to the security services of MasterCard SecureCode and Verified by Visa). It is always required to indicate a landline telephone number where the CONSUMER can be contacted.

7.4. In order to provide maximum protection of CONSUMER's sensitive data, SELLER is never made aware of the credit card number, which is only received by banking institutions that must provide the authorisation. SELLER is only informed of the outcome of the transaction. In other words, no data on the credit card shall appear on the documents relating to the order and/or stored by SELLER.

7.5. In case of purchase with payment by bank transfer the order will be processed after the actual receipt of the sum. The reason for payment of the bank transfer must contain the order number and the identity of the CONSUMER. The bank details are indicated in the order acknowledgment sent from the SELLER

7.6. In the event of non-payment by the CONSUMER of the agreed price, for any reason or cause, or in the event of non-acceptance of delivery or of his failure to collect, SELLER will ask the CONSUMER to provide the settlement, subject to any further action. As long as the CONSUMER has not regularised his debt situation with SELLER, the latter reserves the right to cancel any further deliveries of Products, to resolve any outstanding purchase contracts, without prejudice to compensation for any further damage.

8. RETENTION OF TITLE

In any case, Product ownership is handed to the CONSUMER only upon the total payment of the price. Should the price not be paid and or not completely paid, the SUPPLIER will expressly have the right to claim the ownership of the products also towards third parties.

9. CUSTODY AND STORAGE OF PRODUCTS

The Products must be kept, maintained and used by the CONSUMER using the cautions and precautions necessary for this purpose and related to the nature of the Products.

In particular, Products shall be used and stored in compliance with the prescription indicated by the SELLER both in the Manual of Installation and Manual of Use (if any) delivered by the SELLER to the CONSUMER at the moment of Product's delivery.

The negligence and/or incompetence in the conservation, maintenance and and/or use non in compliance with the Manual of installation and Manual of Use (if any) of each Product can damage and degrade its quality. SELLER is not liable for any damage to Products sold resulting from incorrect and/or improper storage and/or use non in compliance with the Manual of Installation and Manual of Use (if any), of the same, with the express limitation of any warranties with respect thereto.

10. WARRANTY

10.1. The CONSUMER enjoys both the ordinary warranty provided by the Civil Code, under this item, and the warranty for defects of conformity provided by the Consumer Code, in the Article below.

10.2. SELLER ensures that the Products are free from defects in material and workmanship for a period of 2 years from delivery.

10.3. During the warranty period, the Products and their accessories (if defective) will be repaired or replaced by SELLER without charge for either parts relating to the replace. The inactivity of the Products determined by periods of repair does not involve the extension of the warranty period.

If there is no defect or if the defect is not considered under warranty after the inspection made by the SELLER or is out of warranty because the dead line is expired, all relevant costs borne by the SUPPLIER will be at CONSUMER's charge.

The SUPPLIER, after verification of the complaint and confirmation that the defect is covered by warranty, at its sole discretion, will either replace or repair the Products at no costs for the CUSTOMER.

The replace shall be made by the SUPPLIER only if Products will return to the SUPPLIER's warehouse within 30 days from the compliant and without costs for the SUPPLIER.

10.4. The return of Products shall be always approved by the SUPPLIER by an e mail containing RMA code and always after the activation of ticket standard procedure on the web site.

10.5. The shipping costs held by the CONSUMER to SELLER for assistance shall be entirely borne by the CONSUMER. In any case tax, custom and any other duty shall be at CONSUMER's charge.

10.6. Product are not TSO, so that, it cannot be used as an instrument of general aviation.

The CONSUMER shall use the Product in compliance with both Manual of Installation and Manual of Use (if any) delivered by the SELLER together with the delivery of the Product.

The SUPPLIER shall not be held responsible for any defect or liability due to the use of Product not in compliance with the Manual of Installation and Manual of Use (if any).

10.7. The Products must be kept, maintained and used by the CONSUMER using the cautions and precautions necessary for this purpose and related to the nature of the Products.

In particular, Products shall be used and stored in compliance with the prescription indicated by the SELLER in the Manual of Installation and Use (if any) delivered by the SELLER to the CONSUMER at the moment of Product's delivery. The negligence and/or incompetence in the conservation, maintenance and and/or use non in compliance with the Manual of Installation and Use (if any) of each Product can damage and degrade its quality. SELLER is not liable for any damage to products sold resulting from incorrect and/or improper storage and/or use non in compliance with both Manual of Installation and Manual of Use (if any), of the same, with the express limitation of any warranties with respect thereto.

10.8. The warranty referred in this article is excluded if the CONSUMER has damaged the Products for its own gross negligence or wilful misconduct, or in any case where, by his negligence and/or neglect and/or other reasons not attributable to SELLER, has damaged and/or rendered defective the Products, and/or exposed the same to natural events and/or has used the same improperly and/or without following the instructions set out in any Manual of Use (if any), and/or has performed and/or has made perform by personnel not authorised by SELLER from repairs, interventions or tampering, and/or failed the necessary maintenance, and/or has stored them incorrectly. The warranty is also excluded if defects and/or faults and/or malfunctions resulting from use of the Products for which they were designed and manufactured, or in the case of normal wear or deterioration of consumable parts.

10.9. If SELLER finds that any flaws or defects in one or more Products are attributable directly or indirectly to the same CONSUMER, he will be required to pay the costs incurred for verification purpose, and out-of-pocket expenses for their return; SELLER, on its own initiative or at the request of the customer, can also send him a quote for the repair.

11. LIABILITY

11.1 The SUPPLIER is committed to ensure that the Products designed, engineered and manufactured are safe and reliable for the CONSUMER in the application the Product is intended for.

11.2 It is been understood that the Products shall only be installed and used and operated by the CONSUMER in a careful and proper manner and also in compliance with both Manual of Use and Manual of Installation (if any) and all applicable laws, ordinances, and regulations. In particular, the SUPPLIER refuses all expressed or implied responsibilities regarding problems that may occur following improper installation and use and/or modifications, revisions and or other change to the Products without its prior written consent.

11.3 The SUPPLIER shall be liable only for damages, that result from faulty design and/or manufacturing mistake of the Products claimed by the CONSUMER and confirmed/recognized by the SUPPLIER. The SUPPLIER shall not be considered liable for losses or damages support by the CONSUMER.

11.4. As specified above, Product are not TSO and it cannot be used in general aviation. That means that Products are not certified and not suitable for general aviation aircraft. For this reason, CONSUMER cannot only assign to the Product assessment of conditions specified by the Product and cannot entrust their choices and flight evaluations exclusively on the results providing by the Product. Due to that, SUPPLIER is not be held responsible if CONSUMER or CONSUMER's final client install and use the Products in a different way from that specified above and in Manual of Installation and Manual of Use (if any).

12. Right to withdraw

12.1. The CONSUMER has the right to terminate the purchase agreement without any penalty and without specifying the reason within the term of 14 working days from the day of receipt of the Product, provided that the conditions set out below are respected.

12.2. The withdrawal right must be exercised by opening the standard ticket procedure on the web site.

12.3. If the Products have been delivered, the substantial integrity of the Products to be returned is an essential condition for the exercise of the right of withdrawal. The Products must be returned in normal condition and must have been protected by the use of reasonable diligence. The Products must be sent to SELLER in the packaging in which they were delivered to the CONSUMER. The return shall be made at the expense of the CONSUMER through the shipping of the Product/s subject of the withdrawal.

12.4. The costs of shipment of Products from the CONSUMER to SELLER, in the event of exercise of the right of withdrawal, shall be borne solely by the CONSUMER.

12.5. If the CONSUMER does not comply with the terms and conditions of exercise of withdrawal provided SELLER has the right to return to the Consumer the Products improperly returned, charging him with shipping costs.

13. Intellectual property rights

All trademarks, and any intellectual work, distinctive mark or name, image, photograph, written text or graphics, and more generally any other intangible asset protected by laws and international conventions on intellectual property and industrial property remain the exclusive property of SELLER.

14. MISCELLANEOUS

14.1 In any case the SUPPLIER shall not be liable for any unlawful conduct of the CONSUMER.

14.2 In case of force majeure event happening to one PARTY including but not limited to, national and international strike, lockouts or other business litigation, lack of supply of raw materials on international markets to events beyond its control, this PARTY must promptly notify the other PARTY. Upon the occurrence of such event of force majeure, the PARTY shall not be held liable for any failure or delay in fulfillment of their obligations.

In case force majeure event happening and determining a suspension of performance of obligations by either PARTY for a period exceeding 6 days, the Parties will agree to take the necessary and appropriate actions to reduce the effects of such events.

14.3 Possible concessions by the SUPPLIER, expressed or implied waivers to act, even repeated, in case of breaches or defaults of the other Party cannot constitute a precedent or undermine the validity of clauses disregarded and or other clauses of this Agreement, nor will result in the loss of the right of the SUPPLIER to enforce its rights.

14.4. The text of this General Condition of Sales is written in English. In case of other version or translation, the English text shall prevail.

15. SEVERABILITY

If any provision or provisions of the present General conditions of sale shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

15. Processing of Personal Data

SELLER is committed to compliance with current legislation regarding the protection of personal data.

16. APPLICABLE LAW AND JURISDICTION

16.1 The sales contract shall be governed and construed in compliance with Italian law.

16.2. Disputes with CONSUMER living in the Italian territory are devolved to the Judicial Authority of the place of residence or domicile of the CONSUMER.

Disputes with CONSUMER living outside of the Italian territory are devolved to the jurisdiction of the Court of Pavia, as jurisdiction of the place where the Contract is executed.

The CONSUMER declares to have agreed and understood any single article clause of the above general conditions of sale.

In particular, in compliance with articles 1341 and 1342 of the Italian Civil Code, the CONSUMER hereby expressly approve the provisions under the following articles:

7. PAYMENT

8. RETENTION OF TITLE

10. WARRANTY

11. LIABILITY

16. JURISDICTION AND APPLICABLE LAW

DATE

SIGNATURE OF CONSUMER