



**MD MOTION s.r.l.**  
Via Garibaldi 12/5  
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## **GENERAL SALE CONDITIONS REV.1 del 01.2017**

**1 - PREMISE** Legal relations between Supplier & Purchaser shall be exclusively governed by the present General Conditions, except issuing derogations by written agreement.

MD Motion s.r.l. (La Società) non sarà vincolata da eventuali condizioni generali di acquisto del cliente, salvo esplicito accordo scritto.

**2 - PRICES** Prices are referred to the current Price List, effective at the time of delivery. Prices are always expressed exworks San Giorgio di Piano (BO). Prices could be submitted to any variations, with a two months' notice, due to raw costs and products increases subordinated to exceptional market and production conditions.

**3 - TERM OF PAYMENT** Payment has to be effected, unless different written indication, as agreed upon offer or order confirmation. The Purchaser cannot, for any reasons, postpone the payment over the agreed expirations. In case of non-payment, partial or payment delayed, except for the further rights of the Company, on every unpaid amount we will consider a 5% respite interests over the "prime rate" in force.

Besides, MD Motion Srl, could suspend further deliveries of goods to the Customer until he will solve the unpaid due amounts.

**4 - RETENTION OF TITLE** The Supplier still has the propriety of the supplied goods until the complete balance of the supply will be made.

**5 - DELIVERIES** Term of delivery is as per the agreed upon offer or order confirmation. Nevertheless, it is an indicative term only and it is subjected to the production and forwarding possibilities from the Supplier Company.

**6 - PACKAGING** Wooden pallet or special packaging will be invoiced at cost.

**7 - TRANSPORT** Except for differently written established between the Supplier and the Purchaser, the term of delivery is ex-factory (Ex-Works: Incoterms 2010). Every delivery, including the ones referred to the return back, will be delivered at the buyer's own risk; for the same reason the Client is entitled to proceed against the carrier in case of damages or short falls. The customer will choose the delivery procedure.

MD Motion Srl is not responsible for any damages and short falls that will be placed during the shipment. MD Motion, as supplier, has no obligation to take care of insuring the goods.

Goods mean delivered when put on disposal of the Customer or when picked up by the carrier.

Any eventual complaints on deliveries must arrive to MD Motion Srl within 8 days from goods receipt. Returned goods will not be accepted unless prior written authorization by MD Motion Srl.

**8-WARRANTY, LIABILITY AND FLAWS** Except for what scheduled to the next item 9, MD Motion guarantees the goods for 12 (twelve) months from the delivery date as maximum period. The liability for flaws of the goods can be only rely on provided additional proof of flaws of manufacture or materials.

MD Motion Srl will meet the warranty, at unreversible own choice, by replacing supply or by elimination of the flaws or rather by a credit note issuing.

MD Motion Srl reserves the right to not carry out a service of the warranty in case of unpaid, partial a/o payment delayed.

**9-EXCLUSIONS OF THE WARRANTY** The Warranty is excluded in the following cases:

- Flaws and lacks caused from defaults of maintenance, use of the goods non conformity to the written or verbal instructions received from MD MOTION referred to the storage, installation, starting, use and maintenance of the goods;
- Where the customer deteriorate or repair the goods without a written agreement with MD Motion Srl or rather third person not authorized by MD MOTION came in to the goods.



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- Defaults caused from mistake of planning included into the project, elaborated paper, specified drawing etc. received a/o supplied from the Customer.

**10 – ASSISTENCE AND REPAIR** In case of general sale conditions have been met, MD motion guarantees the repaired parts of goods for twelve (12) month after its delivery. MD motion performs the repairs within 45 working days after the arrival date of goods in our warehouse. Outside the warranty period, MD Motion will communicate an estimate of cost at Customer and repair is carried out upon acceptance. MD Motion will charge all costs of diagnosis performed on the good, when it is not found any fault.

**11 INTELLECTUAL PROPERTY** All intellectual property rights relating to the products/goods sold, with respect to both hardware and software, are exclusive property of The Company or The Company is a licensee. The customer agrees not to take any action in conflict with the above, and under any circumstance to refrain from modifying, supplement and reproduce the software provided, or merge it with other software.

Also the customer/licensee may not take any action of reverse engineering and/or decompiling or disassembling the software, except for the actions expressly authorized by MD Motion and within the limits of such authorization. The customer/licensee may not modify, adapt, translate, rent, lease, loan or create derivative products based upon the software or any part of it.

**12 - INVOICING** It will be placed as regard to the term of law. The customer is liable for any eventual sanctions that will be caused from his wrong or reticent indications.

**13 - LIABILITY** MD Motion Srl assumes the liability exclusively for defaults resulting from our products, and not for any other defaults which will be result on consequence.

**14 - PLACE OF JURISDICTION** Any dispute will be submitted to the Italian Court of Bologna.

**15 - APPLICABLE LAW** The Italian Law is the exclusively applicable. These General Sale Conditions are disciplined by the Italian Law.

**16 - FINAL RULES** Every derogation at these dispositions of these Sales Conditions, has to be agreed by written mail between Supplier & Customer. The eventual invalidity of one of the single item doesn't affect on the validity of the other ones.