Any delays or irregularities in the payments shall give MTG S.p.A. the right to:

Unless agreed otherwise, payments shall be made in euros.

MTG S.p.A. products conform to the laws and technical standards in force in the European Union. Therefore, the Buyer is responsible for verifying any discrepancies between the laws of the European Union and those of the non-European country to which the products are sent, and shall indemnify MTG S.p.A. in this regard.

MTG S.p.A. provides a warranty for the products only in relation to the use, destination, application and tolerance expressly indicated.

MTG S.p.A. products are fit for any purpose and suitable for the specific use indicated by the Buyer, nor does it accept any responsibility for any application or operation in which the goods may be used by the Buyer or by its customers.

The proper use of the goods is the responsibility of the Buyer who must follow the specifications indicated by MTG S.p.A. in the technical specification sheets for the products, contained in its catalogues or price lists.

MTG S.p.A. shall indemnify the Buyer with regard to all liability deriving from any legitimate third-party claim relating to possible counterfeiting or infringements of industrial property rights, for the products supplied by MTG S.p.A. If a claim is made by a third party, the Buyer must notify MTG S.p.A. as soon as possible and must provide all the information and assistance necessary to challenge the claim.

The foregoing shall not apply to any product manufactured according to a drawing, design, instruction, specification or other requirements supplied by the Buyer, for which MTG S.p.A. shall accept no liability whatsoever for any infringement of third party industrial property rights, for which the Buyer shall have sole responsibility.

The products shall remain the property of MTG S.p.A. until paid for in full. Unless agreed otherwise between the Parties, it is agreed that all the costs of the technical assistance will be paid by MTG S.p.A.

The warranty is operative on condition that:
- the products have been stored correctly in accordance with the “Guidelines on the selection, storage, use and maintenance of flexible rubber tubing” issued by Assogomma;
- the Buyer has been used in accordance with the technical specifications supplied by MTG S.p.A.;
- no repairs, modifications or alterations have been carried out without the prior written notice of MTG S.p.A.;
- defects were not caused by chemical or electrical agents.

The Buyer must check the products’ conformity, and the absence of defects within 8 (eight) days from the date of delivery, and in any event before they are used. Any flaws or defects must be reported in writing no more than 8 (eight) days from discovery and in any event not after the warranty period. In any case the Buyer must suspend use of the tubing, to avoid causing more damage. Complaints must be submitted in accordance with the instructions and complaints procedure of MTG S.p.A., with full details of the defect or non-conformity. The Buyer will lose the right to claim under warranty if it does not allow MTG S.p.A. to carry out reasonable checks or fails to return the defective products within 10 days from being asked to do so by MTG S.p.A. The Buyer’s complaint is valid, MTG S.p.A. may: a) replace the defective products, if repairable; b) supply, free of charge to the Buyer’s address, (DAP Incoterms 2010) products of the same type and quantity as the defective products; c) issue a credit note to the Buyer to the value of the returned products as stated on the invoice. In such cases MTG S.p.A. may ask for the defective products to be returned, and shall retain title to them. Unless agreed otherwise between the Parties, it is agreed that all the costs of the technical assistance will be paid by MTG S.p.A.

The warranty does not cover defects due to normal wear and tear, or due to improper use by the Buyer and its customers.

The Buyer should note that the working life of rubber tubing may vary, depending on use. The Buyer must inform MTG S.p.A. of any conditions that may shorten the working life of the products. The warranty does not cover defects due to normal wear and tear, or due to improper use by the Buyer and its customers.

The Buyer agrees to treat the information, drawings, know-how and documents received from MTG S.p.A. as confidential and will only use them for purposes related to fulfilment of the contract. The above provisions do not apply to information that: is already in the public domain or became public not as a result of disclosure by the Buyer, its staff or collaborators, information that was in the Buyer’s possession before it was received from MTG S.p.A. or was disclosed by a source that is not subject to the restrictions imposed on the Buyer, or which may be disclosed to a third party on the basis of the written authorisation of MTG S.p.A.

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In accordance with Art. 1341 Civil Code and following the Parties hereby approve the following clauses:

In the event that a single instalment is not paid, MTG S.p.A. may inform the Buyer that it has lost the right to pay by instalments and all sums due shall be immediately due and payable.

The warranty shall be valid for a period of 12 months from the date of delivery. In any case the Buyer must suspend use of the tubing, to avoid causing more damage. Complaints must be submitted in accordance with the instructions and complaints procedure of MTG S.p.A., with full details of the defect or non-conformity. The Buyer will lose the right to claim under warranty if it does not allow MTG S.p.A. to carry out reasonable checks or fails to return the defective products within 10 days from being asked to do so by MTG S.p.A. The Buyer’s complaint is valid, MTG S.p.A. may: a) replace the defective products, if repairable; b) supply, free of charge to the Buyer’s address, (DAP Incoterms 2010) products of the same type and quantity as the defective products; c) issue a credit note to the Buyer to the value of the returned products as stated on the invoice. In such cases MTG S.p.A. may ask for the defective products to be returned, and shall retain title to them. Unless agreed otherwise between the Parties, it is agreed that all the costs of the technical assistance will be paid by MTG S.p.A.

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