



GENERAL TERMS AND CONDITIONS OF SALE

1 VALIDITY OF CONDITIONS

Unless otherwise expressly agreed by us in writing, only these general terms and conditions of sale apply. Therefore, they cancel and replace the buyer's terms and conditions of purchase without the need for written objection on our part.

2 EXPORT RESTRICTIONS

Re-exportation to Belarus and Russia, as well as re-exportation for use in Belarus and Russia, is expressly prohibited.

3 PRICE RESERVATION

Prices quoted in price lists, offers, and order confirmations are not binding and may be updated in accordance with production costs in effect on the day of delivery.

4 DELIVERY TERMS

Unless otherwise expressly agreed in writing, delivery terms are not binding.

5 PAYMENTS

Payments must be made exclusively at our registered office within the agreed terms. If deadlines are not met, late payment interest at the current commercial rate will be charged.

6 RETENTION OF TITLE

Delivery is considered accepted subject to our retention of title until the fulfillment of all outstanding payment obligations.

7 MATERIAL RETURNS

Material returns are accepted only prior to our written authorization. Returns are to be delivered ex our warehouse, and any additional expenses incurred by T.E.R. srl will be charged to the Customer.

Customers are informed that in the event of a return due to an incorrect order, a credit note (CN) will be issued for the amount paid, with a 15% deduction to cover costs related to incorrect production, inspection, storage, and recovery of the returned components.

8 FREIGHT AND SHIPPING

Our standard delivery terms are ex our warehouse. Our obligation to deliver is fulfilled once the goods are handed over to the carrier. Goods always travel at the Customer's risk. In the case of delivery free at destination, T.E.R. srl will choose a trusted carrier without assuming any liability. Transport insurance must be explicitly requested by the Customer and will be carried out at his expense. It is the Customer's responsibility to conduct appropriate checks upon receipt of the products and, in case of damage or anomalies, to file the necessary claims with the carrier.

9 WARRANTY

All devices are inspected before shipment and are guaranteed to be free from material or manufacturing defects. We undertake to replace any devices or components that, within 12 months from the delivery date, show proven defects attributable to T.E.R. srl, provided such defects are reported in writing within the warranty period. The warranty on products can be extended up to a maximum of 18 months from the date of invoice with a 5% price increase, subject to prior agreements with T.E.R. srl. The warranty for SIL products is 24 months from the date of invoice. The warranty becomes void for devices that are tampered with or damaged due to causes not attributable to T.E.R. srl, as well as for devices used in applications that contradict the limits of use specified by regulations and/or reported on T.E.R. srl's catalogs and/or official documents. Since the Customer is responsible for assembly, accessory work, electrical connections, and commissioning of devices and systems, the warranty covers individual devices only, and not the installation or system. T.E.R. srl disclaims any liability for compensation of direct or indirect damages or lost profits in case of disputes over devices or systems supplied, even if they have been replaced or repaired free of charge.

10 COMPLAINTS

To be valid, all complaints must be submitted in writing and addressed to T.E.R. srl via email or online form.

11 JURISDICTION

The Court of Lecco has jurisdiction over any disputes.