

GENERAL SALES CONDITIONS

Orders

Orders are accepted only after EMICON A.C. S.p.a. order acknowledgment.

Delivery

Ex-works EMICON A.C. - Forlì .

Returns

Returns of goods are not accepted unless they are clearly authorized by us and are delivered to Emicon A.C. S.p.a free of charge.

Delayed Payments

If the agreed terms of payment specified in the contract documents are not respected, interest for delayed payments will be calculated according to the current bank rate.

Start-Up

The Start-Up is not included in the indicated price.

Warranty

Units are covered by a 12 months warranty period from start-up but not more than 18 months after invoicing (date of delivery). During the warranty period EMICON A.C. shall replace the damaged components having epidemic failure or failed during installation.

IMPORTANT : The warranty period is subject to the return of the commissioning form duly fulfilled during the start-up operations. Emicon shall reserve the right not to accept eventual replacement of components under warranty, if the commissioning form has not been returned.

The components supplied for replacement will be delivered ex-works. Installation is at customer's charge. Replaced components are of EMICON A.C. S.p.a property and they shall be returned to Emicon before new component dispatch.

Warranty lapses in case of customer's not observance of contract's clauses. The above mentioned warranty does not cover the direct or indirect damages caused by the Emicon Units.

Competent Court

In case of dispute the only place of jurisdiction is Forlì.

INSTRUCTIONS FOR THE ACKNOWLEDGEMENT OF THE WARRANTY CONDITIONS

Your Emicon product is covered by a 12 month warranty period starting from the date of start-up or within 18 month from the delivery date indicated on the transport document.

Enclosed to the installation manual, you will find the start-up form, to be duly fulfilled and returned to the Service Dept. of EMICON AC S.p.A.

The warranty period is invalidated whether, after 6 months from the delivery date of the unit, the Service Dept. of EMICON A.C. S.p.A. will not have received copy of the start-up form.

EMICON A.C. S.p.A. has to receive copy of the above form within 10 days from the date indicated on the start-up form.

Together with the manual on board, you will also find the Service Book.

This document has to be fulfilled by the service engineer in charge of the start-up and whenever a ordinary or extraordinary service intervention is carried out.

The correct fulfilment of this document will allow the service engineer to always have a clear and updated situation of the unit and to check, in case of eventual problems on the unit or eventual breaks of components on board, if the suggested servicing operations have been regularly carried out (see chart "A")

In case of an incorrect fulfilment of the start-up form, EMICON A.C. S.p.A. reserves the right not to acknowledge the warranty conditions or its eventual extension requested during the order.

EMICON AC S.p.A. reserves also the right not to acknowledge the warranty in case of problems on units started up by technical people not authorized by EMICON AC S.p.A.

During the warranty period EMICON AC S.p.A. will replace the spare parts, considered faulty for defectiveness of material or factory installation as follows:

- compressors and exchangers will be initially supplied on sale with payment at 150 days; only in a second time, after returning the defective parts and after the relevant controls by the manufacturer, in case of real defectiveness, we will issue a credit note;
- all other components will be supplied under warranty; however, after the inspection by the manufacturer so to find out the reasons of the damage, EMICON AC S.p.A. reserves the right to confirm the warranty conditions or to invoice the component.

As far as refrigerant leakages are concerned, we will recognize the cost of the discharged refrigerant.

With reference to acknowledgement of the warranty, the replies to customers strictly depend on the reply of the supplier of the faulty components (minimum 4 weeks).

The return of the defective parts has to be always authorized by EMICON AC S.p.A. through a suitable document which will be sent to the customer (this document will be enclosed to the new component sent as a replacement).

The customer must return the defective material to EMICON AC S.p.A. within 30 days from the date stated on the authorization form. The authorization form "RIENTRO COMPONENTI DIFETTOSI" must be externally and clearly stucked on the material returned to EMICON AC S.p.A. EMICON AC S.p.A. will not accept the defective material in the case the authorization form is not correctly and externally stucked.

In case of non return of the defective material within the above terms, EMICON AC S.p.A. will invoice the components originally supplied under warranty.

The materials replaced for normal wear or for inexperience during installation and service are not under warranty.

The materials provided by EMICON AC S.p.A. as spare parts will be supplied ex-works, the transport and the installation costs will be at customer's charge. The replaced parts belong to EMICON AC S.p.A. and must be returned to the factory, subject to the agreement of EMICON AC S.p.A.

In the eventual case of problem at the receipt of the unit or during the commissioning, the customer must immediately inform EMICON AC S.p.A., proving the problem.

After checking, the acknowledgement of the production defect (DOA case) will be at discretion of EMICON AC S.p.A.

Only for DOA cases, besides the defective components, EMICON AC S.p.A. will accept the costs necessary for repairing the damage.

Any intervention on the unit must be previously agreed and authorized in writing by EMICON AC S.p.A.

The warranty of EMICON AC S.p.A. does not include the refund for any direct or indirect damages, for any reasons or for any right.

EMICON AC S.p.A.