



**MATEST s.r.l. FORM N° 111**  
Via Delle Industrie, 25 - 24048 TREVILOLO (BG) Italy  
Tel. 035.2055011 - Fax 035.2055055

## CONDITIONS OF SALE

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**1) ORDERS.** No order shall be binding on Matest unless accepted by us in writing.

All orders shall be stipulated in writing. Every contract of sale is subject solely to the following conditions, and no variation or alteration to these conditions shall be made unless expressly agreed with written consent between the parties.

**2) PRICES.** All prices for goods are ex-works Matest and exclusive of VAT, packing, freight, insurance, installation and other costs, unless expressly specified to the contrary.

All prices and terms quoted by Matest may be altered without notice. We reserve the right to impose a minimum order charge, and to amend any accidental errors or omissions in quotations and invoice.

**3) PAYMENTS.** The terms of payments are specified on Matest sale agreement with a credit limit established value, and are shown on the selling invoice. Time of payment shall be of the essence.

The non payment at the maturity will immediately stop any further delivery of goods.

Relevant interests and additional cost for the delayed payment will be claimed to the customer.

Title in the goods remain vested in Matest and shall only pass to the Customer upon full payment of them. We reserve the right at any time to demand security of payment before continuing with or delivering any order.

**4) DELIVERY.** Quoted delivery dates for despatch are given by Matest in good faith by way of estimate only, but we shall accept no liability for any delay in delivery due to any circumstance.

Customer is kindly requested to provide shipping instructions. Risk in the goods shall pass to the

Customer when they are delivered to or collected by the Customer or its forwarder.

Matest shall not be liable for any loss or damage to goods in transit.

**5) WARRANTY.** Unless otherwise specified, the warranty has a validity of twelve months from invoice date. The warranty covers the free replacement or repair of any goods manufactured by Matest in respect of defects arising solely from faulty materials or workmanship, providing they are returned carriage paid to us within the warranty period. In the case of goods not manufactured by Matest, we will pass on to the customer the warranty benefit given us by the manufacturer.

The warranty becomes null if customer does not respect the

terms of payments, if goods are used not according to the operating manuals, when goods are disassembled, repaired or modified outside Matest staff, when damages are given by faulty maintenance or use. Warranty does not cover glassware, porcelain and wearable materials (diamond bits, needles, seals etc.)

**6) CLAIMS.** The Customer is under a duty to inspect the goods on delivery or on collection as the case may be. Any claims involving quantity and type of supplied equipment must be notified to Matest in writing within 8 days from receipt of goods. Do not return any type of equipment to Matest without prior permission. After our authorization, return with freight prepaid.

**7) AMENDMENTS or CANCELLATIONS.** Amendments to any order will only be accepted by prior Matest written agreement. Cancellations of the order by the Customer for whatever reason shall entitle Matest to payment of all cost expenses and losses arising therefrom.

**8) INSURANCE.** If requested by the Customer or considered necessary by Matest, we will effect shipment insurance charging relevant cost on the invoice. We will not be liable for failure to insure unless insurance is requested by the customer. Matest shall be under no liability to take proceedings for the recovery of loss or damage.

**9) INSTALLATION, SERVICING and TRAINING COSTS.** Such services are not included in the selling prices. Relevant operating instructions provided with the equipment allow laboratory technicians having adequate skills to install the equipment. Should Customer request installation and training by Matest personnel, all stay and travelling costs will be at customer's charge.

**10) CATALOGUES.** All illustrations and specifications in Matest catalogues are based on the latest information available at the time of the publication. However with our policy of continuous development of products, we reserve the rights to change, improve, alterate and delete models without notice.

**11) PROPER LAW and JURISDICTION.** The contract shall be governed by and construed in accordance with Italian Law, and all disputes shall be under the jurisdiction of Italian Courts.

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