



Località Bessiche 65
15070 Tagliolo Monferrato
(AL)
E-mail: info@mectend.com
Tel: +39 0143-882260

General Sales Conditions

This price list cancels and replaces all previous ones.

We reserve our unquestionable judgment to make all technical innovations and modifications to our production for structural, dimensional, aesthetic and material updates without give advance notice.

The company does not assume any civil or criminal liability for accidents or damage to the goods or to third parties

due to incorrect installation and during the unloading and assembly phase.

Likewise, it is exempt from any liability relating to the use made of the materials

with regard to the static urban planning and safety regulations depending on the installation locations.

All technical data and prices in this catalogue are to be considered valid, errors and omissions excepted.

Purchase orders and prices

Orders must be sent on specific forms attached to this price list, completed in all parts complete with the customer's stamp and signature.

The agents and/or family members of the customer and any person who uses the name or claims to represent the customer are presumed to have the mandate to bind the customer. In any case, the signatory takes full responsibility, guaranteeing the obligations signed as guarantor. We ask you to follow the code of each item shown on the price list. Upon receipt, the order is immediately processed, which is why it is considered irrevocable. Changes subsequently communicated will be accepted only after written acceptance by the supplier.

The prices shown in the following list are VAT excluded.

Delivery Terms

Delivery terms are indicative and not absolutely binding. Any delay in delivery cannot give rise to penalties, claims for damages or even cancellation of the order. The same applies to strikes, interruption of transport, lack of raw materials and in all cases of force majeure, we reserve the right to suspend orders or process them late without compensation for damages or interest.

Deliveries

Our shipments are carried out with our vehicles, with couriers affiliated with us or at your request.

Shipment

Delivered goods travel at the risk of the recipient in accordance with article 1693 of the Commercial Code.

In the event of a complaint, the recipient must:

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- Immediately formulate specific reservations on the transport document in case of damaged goods.
- Formulate specific reservations to be paid by the carrier by registered letter within three days, possibly accompanied by a request for an appraisal. Both in the same terms and by registered letter, request the appraisal and the summoning of the parties likely to incur liability. If these formalities are not carried out within the established deadlines, any appeal against the carrier will be null and void.

We also specify that the customer must make adequate personnel and means available to the driver at the time of unloading in relation to the dimensions and weights of the goods at his sole care and expense.

Warranty

Any type of information in this regard is specifically indicated in the "Use, maintenance and warranty" booklet delivered with each awning sold.

Mectend Srl assumes no responsibility in any civil, criminal and/or administrative context for damages caused by unauthorized use of the products and/or following their use outside the resistance parameters specifically identified for each specific product .

Retailers and/or installers are responsible for ensuring that the product installed and the fixing systems on the supports

application are compatible with the state and morphology of the installation site, with the weight of the structure and with the actions of the wind as required by current regulations. They are also responsible for delivering the user manual duly completed in the part for the declaration of correct installation and for retaining and conserving the copy reserved for them.

Any electrical connections to the system and any work on the electrical system must be carried out exclusively by adequately trained and authorized personnel. Any intervention carried out by unauthorized personnel will void the warranty and relieve Mectend Srl from any liability whatsoever arising.

The warranty does not cover breakages or malfunctions of the awnings due to improper and/or incorrect use, use in adverse weather conditions, use in the presence of wind intensity exceeding the limits indicated in the specifications, installation different from those prescribed by Mectend Srl, installation carried out in contrary to the assembly instructions and non-compliance with everything described in the use, maintenance and warranty booklet.

The awnings in the Mectend Srl price lists have been designed and manufactured exclusively as solar protection for civil, residential and commercial buildings. The tent must be used for the above purpose, even if made with waterproof fabric, PVC or other types of fabric. Any different use is in fact to be considered improper, erroneous and potentially dangerous and relieves the manufacturer of any responsibility for any damage to people or things.



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Checks, Complaints and Good return

The consignee must check the goods upon arrival. The verification involves the status, weight, size, type and quantities of the items. No complaint can be taken into consideration after the 7 day deadline.

If the Mectend company recognizes that the materials supplied are defective, it will indicate the times and methods for any return and will give authorization to do so. Any replacement or restoration of defective material will only concern the material in question and no request can be made regarding expenses incurred for the replacement of material already in place or damages or expenses of any kind. In all cases of dispute the customer will not be able to withhold sums owed to the supplier.

Mectend Srl is in any case not responsible for lost profits and non-pecuniary damages possibly suffered by the buyer or third parties.

Payments

The payment conditions indicated in our offers or Order Confirmations are the only valid ones, regardless of those indicated on the customer's Order Forms. Bank interest will be calculated on late payments at the current rate and any additional expenses. If the customer has not regularly paid for previous supplies, the Mectend company can refuse to process the order without the customer being able to claim compensation or compensation for damages. Furthermore, all expenses incurred as a result of litigation or legal action aimed at ensuring the realization of the selling company's credits will be borne by the buyer.

Property Reservation

The delivered goods remain our property until FULL payment for the goods. Until payment has been made, the buyer is not authorized to pledge the goods or guarantee a credit. In the case of regular resale of the goods, the credit is considered to be assigned to us.

Attribution of jurisdiction

In the event of a dispute relating to goods or their payment, the Court of Alessandria is the only competent court, whatever the conditions or methods of payment accepted, the same in the case of an appeal for a guarantee or multiple defenders.

Usage

The above general conditions of sale are referred to at the bottom of our order confirmation form, the stamp and signature for acceptance of the order confirmation entails automatic acceptance of the aforementioned general conditions of sale.

The collaborators of Mectend Srl as well as the commercial representatives © other distributors who act for Mectend Srl are not authorized to accept changes to these general conditions of sale, changes to the terms and methods of conclusion of contracts or to offer discounts.



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Orders can be forwarded by fax to 0143-882261 or by e-mail to the address:
amministrazione@mectend.com or on the website www.mectend.com through the Reserved Area section,
after specific registration.

Any complaints will be accepted only if documented by the order after specific registration, sent via fax or e-mail.