

WARRANTY



GENERAL SALES CONDITIONS

ZADRA ENGINE COMPONENTS Snc di Zadra Marco & C.

Our company has a legal and operative base in Mezzolombardo (TN-Italia) – postal code 38017 – via Trento 95 – fiscal code and VAT identification number 01567370224 and designs and manufactures components for internal combustion engines and engine accessories for vehicles that are meant to be used exclusively for sport purposes, competition or private use and that are used on race tracks only (parts for vehicles like motorcycles, city cars, go karts, snowmobiles, minibikes, model vehicles and ultralight vehicles, also for competitive purposes). Because of the technical characteristics of the components (the performance and characteristics are different from the original components, they could have a limited lifespan because they are designed for specific extreme conditions etc.), they are not approved for the use on public streets.

The products are manufactured using intermediate materials that are mainly obtained from Italian companies. Only a minimal part of the materials (that cannot be found on the Italian market) is obtained from elsewhere.

GENERAL SALES CONDITIONS

The following terms and conditions apply to all our supply contracts and should be known and accepted by the customer at the time of purchase. These conditions are valid even when the orders are taken verbally, by phone, via fax, e-mail or internet.

The orders at Zadra Engine Components s.n.c. are accepted only if the buyer approves of the sales conditions mentioned in this document. Accepting the delivered goods automatically means accepting the sales conditions.

1) CUSTOMERS

In case of sales to professional customers, the relationship between Zadra Engine Components s.n.c. and the customer is not governed by the regulations that protect consumers, specifically Legislative Decree 24/2002 and articles 1469bis and ss. of the Civil Code.

In case of sales to consumers, the appropriate laws for protection of the consumers' rights are applied (the right to return a product within 10 days of receipt, followed by immediate return of the product in unopened and original packaging by registered mail; repairs/replacements etc.).

2) PRICES

The prices of the products (in euro), are those published on the companies' website, or sometimes agreed upon with the customer in a quotation and its subsequent order confirmation. VAT is included in the prices, whereas shipping cost and possible customs fees are not included in the prices and have to be paid by the customer.

Prices are subject to fluctuations, due to changes in the market price (or otherwise) of the materials used in the manufacturing process of the products.

Shipping costs are to be paid by the customer, also in case of returning the goods, unless otherwise agreed upon.

3) REQUESTING A QUOTE OR QUOTATION

A request for a quotation (sent by the customer by e-mail, the companies' website, or otherwise) by no means represents the placement of an order. Following the request for a quotation, our company will provide the customer all information related to requested object and propose an offer to the customer. This order will only be considered to be accepted after receiving the order from the customer (by fax, e-mail or telephone). After receiving the order we will send an order confirmation.

4) SHIPPING AND TRANSPORT

Shipping costs are charged to the customer.

Shipping is at the risk of the customer. Engine Components & C s.n.c. denies any liability for damage that occurs to the products from the moment they leave the warehouse.

The goods will not be insured during the transport, except if explicitly requested by the customer.

5) DELIVERY

Delivery times mentioned in the order confirmation are only an approximation. It is possible that delivery takes longer due to unforeseen circumstances.

In case goods are not collected within seven days after notification that they are ready for shipment, Zadra Engine Components s.n.c. reserves the right to charge the costs for storage.

The customer must verify the contents (quantity and quality) and integrity of the package upon delivery. In case something does not meet the agreements, this should be communicated to Zadra Engine Components s.n.c. within 24 hours after delivery.

6) INVOICES AND PAYMENTS

Any complaints or objections regarding invoices will only be considered if they are received by registered letter or fax within 8 days after receipt of the invoice.

If an invoice is not paid before the date mentioned on the invoice, or only partially paid, customers that are legal persons will immediately have to pay interest on arrears, at the rate indicated in Decree No. 2002/231.

Unpaid bills give the right to the vendor to suspend or cancel other orders from the customer, without giving the customer the right to make claims for compensation or otherwise..

7) COMPLAINTS

The customer has the responsibility to check the quantity and quality of the goods upon arrival. Any complaints should be communicated to Zadra Engine Components s.n.c. within 8 days of receipt. After this period, the goods will be considered to be accepted and complaints will not be considered anymore

8) MANAGING RETURNS

No products will be accepted for return without our prior approval

Products that are returned for commercial reasons, or for reasons other than a lack of conformity of the product will only be accepted at the discretion of the vendor and only if returned within 30 days of purchase.

9) WARRANTY

The vendor provides warranty for the products it manufactures and sells only in case they are used for the purposes they were intended to be used, that is in sport environments, competitions and other events. Please note that the products are under no circumstances, not even occasionally or temporarily, intended for use on public roads, roads open to the public, or, in any event, meant for ordinary traffic.

The vendor provides warranty only in case the products have been installed by qualified persons (mechanics, technical experts from workshops or dealers, professionals from the sector, engineers etc.) according to the instructions given in the technical specifications that are included with each product.

Defects that are not covered by warranty are defects due to: normal wear, fatigue wear, unintended peak stresses, tampering, improper installation, improper maintenance and negligence or incompetence of the customer. Also not covered by warranty are products that have already been repaired by anyone not authorized by the vendor before action of the vendor.

The warranty is limited to the repair of the piece, if possible and easily done without doing damage to the customer, or the replacement of defective parts, that will remain the property of the vendor in this case.

The non-fulfillment of contractual obligations, with particular reference to the payments, will void the warranty for the customer and will give the right to the vendor to refuse to do any replacements.

The warranty is not transferable to third parties.

The warranty period is two years, if the customer is a private consumer, and one year when the acquirer is a company or legal person, public or private, and the warranty period start from the date of delivery of the product.

The vendor is relieved of liability for any direct or indirect damage or injury resulting from incorrect use and installation carried out by persons other than the vendor.

10) JURISDICTION

For any dispute arising from the contract, the competent judicial authority is the Italian one in particular that of the Court of Trento and the applicable law is the Italian law.

For any issue not specifically mentioned in these conditions, the legal provisions as mentioned in the Italian Civil Code are applied.