
WARRANTY AND SALES CONDITIONS

The following warranty and sales conditions contain the whole agreement between UCS and the buyer and substitute all the previous commitments and representation both written than verbal between the buyer and UCS. If any of the following clause results invalid or non-applicable for any reason, the remaining part of the warranty and its appliance will be not compromised. Any notification by the buyer must be sent to ULTRAFLEX CONTROL SYSTEMS, Via XXV Aprile, 45 – 16012 Busalla (GE), ITALIA.

WARRANTY

UCS products are guaranteed for a period of two years starting from the date of production identified by the serial number on the label. For substitution or repair of the products in warranty, the warranty period of the new or repaired product terminates on the date regarding the warranty period of the original product. Buyer/installer is no co-warrantor and is not authorized from UCS to modify or amend the present warranty terms in any way. If UCS confirms plain defects or non-compliance of goods, payment for indemnity or direct/indirect punitive damages in any amount and quality is excluded.

Cost of labour and other costs related to the removal and reinstallation of the replaced products are excluded as well as components not produced by UCS, even if guaranteed by other manufacturers. In case of defective products due to materials, engineering and manufacturing, UCS will repair or substitute (to UCS own discretion) any defective part delivered by the customer. Shipping costs for the replaced or repaired items that fall within the terms of the present warranty, are at UCS charge. If the returned item results no defective due to materials, engineering or manufacturing, UCS will not deal with the restitution. After evaluation, UCS will inform the customer in writing about the status of the product and about the repairing costs if the product is not included in the term of the present warranty.

TERMS OF WARRANTY EXCLUSION

- a) Products not returned to UCS to allow direct verification of the defects and the ability to repair.
- b) If the products cannot be identified by means of the Serial Number.
- c) If the warranty period, identified by means of the Serial Number, exceeds the terms or the present warranty.
- d) Damaged products due to wrong choice, installation and use that do not comply the specifications included in the technical manual supplied with the product.
- e) Damaged products due to modifications not formally approved by UCS
- f) Damaged products due to usage, climate conditions, improper use and maintenance, accident, fire or other occasional damages that cannot be related to the product.
- g) Electric actuators damaged or malfunctioned connected to building automation systems that have not been in advance and formally authorized, in writing, by UCS
- h) Products installed in combination with inappropriate components or components not manufactured by UCS;

Besides, we underline that the present warranty does not cover costs related to removal and reinstallation of the products, routine maintenance activities and the payment of damages direct or indirect of any nature and entity. The customer is responsible for the choice and appropriate use of the product required.

LAW AND JURISDICTION

The Italian Civil Code shall apply and the Court of Genoa shall have jurisdiction in the event of any dispute.

NOTE

Descriptions and pictures in the catalogue, on the website and in all the information material are provided as a rough guide. Any partial or total reproduction is prohibited. For further detailed information please contact our Technical Department. UCS reserves the right to modify its products at any time, without notice.

SALES CONDITIONS

ORDERS

Orders sent to ULTRAFLEX CONTROL SYSTEMS (hereinafter referred to as UCS) means total and unconditional adherence to the present sales conditions and must be transmitted in writing. These sales conditions may be in any moment modified by UCS, giving notice to customers with sales contracts in progress. The sale contract is finalized with the submission by UCS of the order confirmation which includes all the terms of the negotiation; if the order confirmation is not returned to UCS by the customer indicating different observations within 2 days from the receiving, it is understood to be irrevocably accepted in any terms.

DELIVERY

The delivery date indicated on the confirmation order should not be considered binding being dependent by the supply of materials and other facts of force majeure. The delay on the agreed delivery terms does not permit request of damages.

TRANSPORT

The goods travel at the risk and peril of the customer even if sold free of carriage. In case of losses or damages to the goods, the customer must accept with reserve indicating the fact on the transport document that has to be signed by the transporter. Claims must be notified in writing to the carrier and, for information, to UCS within 3 days from the receiving of the goods.

SALE PRICE

UCS reserves the right to change sale prices present on the list price. The confirmation order sent to the customer brings the final price and without notice to the contrary by the customer it will be considered accepted.

PAYMENT TERMS

The confirmation order contains the terms of payment. In case of delay in the payment, interest shall be effective automatically by law. In case of default in payments, also in respect of previous orders, the fulfilment of order in progress will be suspended. The right of property will be reserved as per art. 1523 of the Italian Civil Code regarding the sale.

CLAIMS

Any claim related to plain defects or non-conformity, must be communicated to UCS within 7 days from the date of receipt of the goods; in case of hidden defects, the term starts from the proved date of discovery.

The customer must transmit, in writing, information regarding the defects or the non-compliances found. Return of goods without written authorization by UCS is not accepted. Defective items must be sent at customer's risk and expenses.