

SALES TERMS AND CONDITIONS

Prices

Prices do not include VAT, packing, transport and any other additional charges. Prices can be modified without notice, in case of significant cost variations applied to Professional Spares from its suppliers or because of reasons beyond the company's control.

Delivery dates and Transport

Delivery dates are only approximate and not binding for Professional Spares. Customers are not allowed to cancel orders or ask for any refund of any delays occur. Goods can be sold according to the valid Incoterms (usually EXW, CPT or DAP).

Minimum order value

No minimum order value is established.

A fix charge of 10 € for management fee, will be applied to customers for all shipments with a net value lower than 250 €.

Transport damages

In case of transport damage, customer must accept goods with reserve (always in case of external damage or fragile goods), then report in written the damage to Professional Spares within 8 (eight) days from delivery.

Compliance with the above is a necessary condition for initiating the refunds procedure.

Claims

Claims or complaints based on any defect in the quality or condition of the goods, must be notified to Professional Spares in writing within 8 (eight) days from the day of delivery.

Claims do not give the right to stop any payment.

Returns

Following procedure must be strictly applied:

1. The claim must be sent to Professional Spares via mail within 8 days from receipt of the goods
2. Customer must wait for a written authorization
3. In case return is accepted, Customer must send within 1 month from the authorization the components to Professional Spares premises
4. The goods must be received by Professional Spares in perfect conditions and in their original packaging. The package must be sent together with a copy of the written authorization.

NOTE: Returns are not allowed for:

1. Components not included in our assortment
2. Components ordered on demand
3. Return with net value of less than 100 €

Refunds

1. Professional Spares' mistake. For wrong shipment, wrong information, faulty component *. In these cases, Professional Spares will credit the whole value to Customer. Freight charges are paid by Professional Spares.

2. Customer's mistake. In these cases, Professional Spares will issue a credit note deducting 25% on the invoiced value. Freight costs at customer's charge.

* Faulty article. Professional Spares reserves to evaluate, through technical analysis, the origin of defects and to issue a credit note in case the problem depends on a manufacturing defect. Transport fees for spares return are at Customer's charge and they will be reimbursed only in case of Credit Note issue.

Warranty and Responsibilities

The sold components are guaranteed for six months from the invoice date.

In exception to what mentioned above, knobs, lamps, electronic controls, glass, plastic and rubber parts, transformers are not included in the warranty as well as all those components, that are in contact with flame, such as thermocouples, burners, flame spreaders, plates and grids belonging to gas appliances, whose replacement is caused by usury.

We are not subject to the obligation of the warranty for damages and inefficiencies deriving from whichever cause not depending from us, such as: incorrect installation, modifications and repairs carried out by technicians or end users, deterioration caused by the corrosive action of unsuitable detergents and additives, bad maintenance and unskillfulness in the use, insufficient and abnormal capacity of the electrical, hydraulic, gas and steam systems, of the combustion oils, from irregular supply voltage, from impurity contained in the gas feeding, from hard and ferruginous waters, insufficiency of the chimneys, customer's negligence and unskillfulness, etc.

The components replaced under warranty remain of our property; they have to be kept available in your premises (for a maximum period of three months), for our check and/or to be sent us back.

We are not responsible for delays in warranty services, neither we are held to indemnify direct or indirect damages, which can derive from eventual defects or faults of the supplied components.

In any case, delays in the performance of the service will give no right to the suspension of the payments.

Terms for electronic devices

Electronic devices such as PC boards, inverters, flame control devices, etc. distributed by our company, are checked through operating and conformity tests on 100% of the products delivered to us. The same spare are then sent by Professional Spares to its Customers in their original packaging.

Therefore, returns requests for electronic devices concerning malfunctions and/or breakdowns are not accepted.

If you want to send us these spares in order to be verified by the manufacturer, **you must accept the costs of analysis at your charge (100 Euro minimum)**; these costs will be debited to you in case the malfunction communicated does not concern a production fault. To make a return for verification, see section "Returns."

The following cases are not considered as manufacturing faults (no warranty applied):

- damages occurred during transportation or installation of products
- incorrect preservation by technician or by customer
- damages or malfunctions caused by atmospheric agents such as lightnings, floods
- damages or malfunctions caused by incorrect installation
- damages or malfunctions caused by overloads and tension variations
- damages or malfunctions caused by electrical equipment short-circuit

Furthermore, we would like to point out our willingness to provide you service manuals and/or other documentation, which may be of use to you for proper installation and to prevent damage to the above-mentioned electronic parts during installation and repair operations.

Payment Terms

Payment conditions must be settled by our sales office; our Bank account (IBAN) is reported on the foot of the order confirmation and invoices. Customer cannot stop or postpone for whatever reason the payments to Professional Spares. If customer fails to make any payment on the due date, then Professional Spares will charge interests in addition to all expenses supported to collect the money. On the above-mentioned circumstances Professional Spares reserves the right to suspend or cancel any further delivery.

Payment Methods

Payments by Credit Cards or SDD (Sepa Direct Debit) are accepted.

Liability

Professional Spares reserves the right to change images and data of the products illustrated in its catalogues and Website at any time and without notice.

Images, models and codes shown are used for illustrative purposes and to identify the right parts. Professional Spares disclaims all liability for any inaccuracies in the catalogues and website, inherent in changes in technical data and/or characteristics made by the Manufacturers.

The Trademarks and Technical Documentation on our website are exclusive property of the respective Manufacturers and are provided "as is", without guarantee of any kind. Professional Spares cannot be charged of any responsibility, direct or indirect, in relation to their use.

Although the offered contents are compiled with the utmost care and subjected to careful control, information, documentation and related product and document combinations, do not represent any guarantee as to accuracy, completeness and up-to-dateness.

Said documentation must be verified by specialized engineers based on specific expertise and is intended for users who will have to check - on the basis of competence and experience - the relevance, up-to-dateness and reliability of the contents.

Professional Spares is constantly striving to ensure the utmost accuracy of the details and information published.

Professional Spares is not responsible for damage caused to third parties, which may be caused by negligence, carelessness or, by poor installation, which must always be performed by competent technicians.

Jurisdiction

Court of jurisdiction for all disputes is Pordenone.

Pordenone, January 2024