

Terms of sale

These terms of sale determine the sale conditions of the products of the brand MOMA Design by Archiplast srl (hereinafter referred to as Manufacturer) to the Client.

All the offers and order confirmations shall be subject to the abovementioned rules.

1. INCEPTION DATE

This price list will be valid from 03.01.2022 and it cancels and replaces the previous one. The Manufacturer has the right to change products and prices in any moment.

2. OFFERS AND ORDERS

- 2.1 Offers and Order Confirmations with related technical drawings have to be necessarily approved in writing by the Client.
- 2.2 Production times of goods will be calculated starting from the Client's signature date on the order confirmation, as stated in paragraph 3, PRODUCTION TIMING.
- 2.3 All the offers have an expiration date reported. Expired offers cannot be considered valid and shall be replaced by new offers. The Manufacturer reserves the right to modify and update the prices.

3. PRODUCTION TIMING

- 3.1 On every order confirmation is indicated - in number of weeks - the amount of time necessary to produce the order. Transport timing is not included
- 3.2 Once the order is confirmed, the Client gives his acceptance also to the production timing indicated by the Manufacturer.

4. DELIVERY TERMS

- 4.1 Order confirmations are always intended as ex-factory / ex works.
- 4.2 The Manufacturer is not responsible in transportation delays. In any case, goods will not be refund in case of delay.
- 4.3 Freight cost is not included. The Manufacturer will indicate a quotation of an external carrier in the offers and in the confirmations of order when requested. The Client has the right to accept it or to provide and choose another carrier.
- 4.4 In case of transportation through carrier, any damage shall be reported in writing by the Client on the delivery note and a copy shall be sent to the Manufacturer. The Client has to verify the packaging conditions at the reception of the goods; the warranty conditions cannot be applied without any written indication of damage on the transport document.
- 4.5 Deliveries to sites that cannot provide the presence of a manager who can verify the packaging conditions at the delivery or in the absence of unloading machines are prohibited. The warranty will not be applied in case of missed respect of these delivery terms

5. PACKAGING AND DEFECTS

- 5.1 Packaging features are chosen by the Manufacturer, unless defined otherwise at contractual stage.
- 5.2 The Manufacturer reserves the right to group several goods in a unique case when they have to be delivered to the same warehouse address. Still, every good will be packaged with its order reference applied in evidence on each package.
- 5.3 In case of special requests for separated wooden cases, the Manufacturer will quote an additional price for packaging and transportation.
- 5.4 The Manufacturer shall not be responsible for waste disposal.

6. PRICES

The Manufacturer reserves the right to modify the prices of The Price List without any notice. Prices are indicated in Euro with gross prices; VAT is not included.

7. PAYMENTS

- 7.1 Payment terms as indicated in the invoice must be respected without any exception.
- 7.2 In case of delayed payment or unpaid invoice the Manufacturer will apply an interest on overdue payments according to the legal value.
- 7.3 In case of unpaid invoices or delayed payment the warranty will no longer be valid, as stated in paragraph 8, WARRANTY AND WARRANTY INTERVENTIONS

8. WARRANTY AND WARRANTY INTERVENTIONS

- 8.1 MOMA Design products have a 2 years warranty.
- 8.2 In case of delayed payment or unpaid invoices the warranty will not be valid until the payment of the credits is fulfilled.
- 8.3 Warranty is valid for Manufacturer's goods only. The Manufacturer has no responsibility for damages caused by wrong use and/or wrong installation of the products.
- 8.4 Warranty is valid when material, production or installation defects can be demonstrated.
- 8.5 Warranty covers the spare parts only. If spare parts cannot be removed, the entire element has to be returned and goods have to be well protected in its original packaging.
- 8.6 Costs for dismantling, remounting, loading / unloading and workers are not covered by the warranty.
- 8.7 Damages caused by the carrier, the retailer or the end-customer are not covered by the warranty.
- 8.8 Interventions by unauthorized third parties on the Manufacturer's products will determine the loss of the warranty on the entire good or on parts of it.
- 8.9 On-site interventions are not provided. Any such request shall be expressly communicated to the Manufacturer, who will verify possibilities and timing.
- 8.10 Cases other than those referred to in the previous points shall be considered out of warranty and subject to specific commercial quotation.

9. CLAIMS AND REBATES

- 9.1 Supplies are considered as accepted if no claim is submitted within 8 days from the delivery of the goods.
- 9.2 Possible defects or damages have to be reported as stated in point 4.4 of the paragraph DELIVERY TERMS, together with a copy of DDT in annex.
- 9.3 The Manufacturer, upon agreement with the Client, will accept in restitution only the products recognized as defective in manufacturing, which will be repaired or replaced. Damages occurred during transportation will be taken charge of only if the transport service was part of the order.
- 9.4 All the elements returned with the Manufacturer's consent shall be delivered well protected in their original packaging. Possible damages due to inadequate protection during the return transport will be charged.

10. PERSONAL DATA PROCESSING

The Manufacturer shall use all the collected personal data only for purposes related to the sale of products and services as defined in contractual documents, in compliance with the provisions of the EU Regulation 2016/679 (GDPR) on the protection of personal data as defines in the Informative note on personal data processing (former Art.13 EU Regulation 2016/679).

11. DISPUTES JURISDICTION

In case of disputes between Client and Manufacturer, the Rho - Milan Court is the only competent forum.