



Terms of sale

1. Duration of price list

The price list revokes and replaces the previous one and it is valid till the February 28th 2012 unless communicated otherwise by Marinello Tende before the expiry.

2. VAT

The costs in the price list do not indicate VAT. VAT where due, will be indicated with appropriate communication.

3. Conclusion contract

The client can ask Marinello Tende for an Estimate or make Direct Order of the products in the catalogue by using provided modules available on the website www.marinellotende.com. Client's written acceptance of the Estimate sent to Marinello Tende in terms of validity specified inside or Client's Direct Order to Marinello Tende have the value of an offer according to article 14 of Vienna Convention. Written acceptance of Direct Order should arrive to Marinello Tende by post, fax or e-mail, non-modifiable in the last case (e.g. PDF), on headed paper of the client or on Order forms available on the web page www.marinellotende.com. Proposal, in any case, should express mention of present general conditions. The measures indicated by the client in the Acceptance or in the Direct order are executive (or final). Any addition, restriction or modification, even concerning complementary elements or accessories that do not substantially alter the terms of the offer placed in customer's acceptance, will be declared as rejection of the Offer and counter-offer formulation. After receiving acceptance of Estimate or Direct Order, Marinello Tende will send an Order Confirmation, which will determine the conclusion of the Agreement. Customer has a right to withdraw from the contract, exercised only in written form and should be sent within 7 p.m. of day two (according to Italian calendar) following the dispatch of the Order Confirmation. In the calculation of this term is not calculated the sending day of Order Confirmation. Marinello Tende cannot be held responsible for failure or delay in execution of orders, if the acceptance is not received on time or has not been known in whole or in part by Marinello Tende, due to the failure or improper functioning of means of communication used by the customer.

4. Changes or consensual resolutions

Changes and consensual resolutions of the contract must be taken in written form. Written form is always considered communication by fax or e-mail in non-modifiable format that ensures proof of receipt.

5. Shipment of goods

Marinello Tende's obligation to deliver goods will be intended accomplished when delivered to the first carrier which will be selected and specified by the customer also in accordance with Article 31 Letter a) of Vienna Convention. From the time of delivery every risk on the products will be weigh to the Client – customer. Shipment will be made in port assigned or, if agreed, carriage free with debit in invoice. In any case Marinello Tende is not required to make any notice of shipment or to subscribe to any shipping insurance on behalf of the customer. In case in which the customer doesn't indicate the carrier that will deliver the goods, Marinello Tende will held the goods available for customer eight days, and after that shall provide to deposit them in public warehouse, at the expense of the customer. Marinello Tende is exempt from any risk (related to damage, deterioration, theft and anything else culpable or malicious) of the goods not withdrawn by the Customer from the ninth day, even non- working, of the delivery deadline. Instead of deposit, Marinello Tende can provide on its own initiative to choose a carrier by placing the costs to customer. In no way Marinello Tende will be held responsible for the delays and damage done to the goods after delivery to the carrier whether it was given by the customer, whether it's been chosen by Marinello Tende.

6. Delivery obligations and terms

Delivery times vary depending on the product, but in any case, the terms specified in the Estimate or Order form are purely indicative and directly relate only to the time of delivery to the first carrier. The delivery terms start to decrease at beginning of the third working day, according to Italian calendar, following the dispatch of Order confirmation sent by Marinello Tende. Even with the delivery deadline in the contract, a possible delay from Marinello Tende not exceeding 30 days in delivery will not constitute a serious breach of contract under article 1453 et. seq. of the Civil Code and therefore does not constitute for Client the right to ask for recession of contract or to request the penalties, refunds, damages and/or interests. In the relationships with Clients that are residents and domiciled abroad a possible delay not exceeding 30 days cannot even be considered as essential breach of contract in accordance with article 25 and 45 at. seq. of Vienna Convention, nor can justify the declaration of termination or cancellation of the contract by the customer or give rise to the penalties, refunds, damages or/ and interests. For merchandise of nonstandard colors and materials, estimated delivery time will be indicated by Marinello Tende on request of customer with the intent purely informative and not mandatory. In that case, possible delay not exceeding 60 days by Marinello Tende will not cause serious breach of contract under article 1453 et. seq. Civil Code and therefore does not constitute for a Client right to ask for termination of the contract or the request for penalties, refunds, damages and/or interests. In the relationship with Clients who are residents or domiciled abroad, delay not longer than 60 days may not even be considered an essential breach of contract under articles 25 and 45 and seq. of Vienna Convention, nor can justify unilateral determination or recession of contract by Client or give rise to penalties, refunds, damages and/or interest. In any case, Marinello Tende cannot be held responsible for delays caused by reasons attributable to its suppliers, third parties that perform work on goods (such as paint or similar) or by exceptional and unpredictable events. It is understood that even in case of deadline for the contract, delivery of goods by Marinello Tende can occur in time prior to this deadline without free of charge for the customer in advance.

7. Warranty extension

The warranty provided by Marinello Tende under the articles that follow is only valid for materials, including electric components, and covers only manufacturing defects and malfunctions or deterioration caused during the installation by third parties, improper use, from damage or tampering, inadequate facilities and equipment of the customers. The goods with special attention emphasis to electric components must be installed and connected with special attention according to the rules of CE and anyway according to the rules in force in the time of installation, otherwise the customer is not entitled to any guarantee and will be required to pay to Marinello Tende for actions that maybe carried out. Warranty is not recognized for functional products that on the requests of customer are made with measurements exceeding indicated maximum for each model.

8. Guarantee

The guarantee provided by Marinello tende for the Italian market is regulated by Articles 1490 et seq. Civil Code and the Italian Law for matters not covered by this general condition. For the foreign market guarantee is regulated by the article 35 et. seq. of the Vienna convention with requirements and exemptions in the following paragraph. The guarantee which is provided for two years from the date of delivery covers only defects in accordance with Article 35 above. Regarding Article. 35, co. 2, letter b) of the Vienna Convention, the special use was targeted by the customer and eventually led expressly or tacitly aware of MarinelloTents, in the course of counseling offered from selling company, will in no circumstances lead to responsibility for the lack of conformity, except with the express declaration to the contrary by Marinello Tende, with which this undertakes to ensure compliance of the goods supplied for indicated use.

9. Complaint

Customer loses his right to assert the lack of conformity if he doesn't make a complaint to Marinello tende within eight days from receipt of goods with no possibility to apply Article 44 of Vienna Convention. Any complaint must be sent to Marinello Tende in written form, by registered mail.

10. Rights of customer that operates the warranty

In case of defect or lack of conformity the customer can require that Marinello Tende provides the repair making a request at the same time as the complaint. The repair however must be done in the headquarters of Marinello Tende where the customer is responsible to send the goods , with appropriate warning to Marinello Tende, and in any case after the complaint. The customer may demand for replaced delivery of goods only where the defect or lack of conformity constitutes fundamental breach of serious breach of contract, and even in this case, it will have to be applied at the same time as the complaint. In any case Marinello Tende will not reinstall the parts repaired or replaced: it remains as a cost charged to customer. Any defects or lack of conformity cannot lead to termination or rescission of the contract or gives right to the client to withhold payment or to reduce the price of goods. In case of detection of defects or deviation, customer cannot claim compensation for damages or any work carried out independently without the prior written permission by Marinello Tende nor in any case shall be due to Marinello Tende damages as in accordance with artt.74et seq. of the Vienna Convention.

11. Paying the price

Payment of the customer is a condition for delivery of goods to the carrier. Therefore at the conclusion of the contract Marinello tende will send the notice of invoice (which also contains the way how to pay). Payments must be performed by bank transfer within three working days after the confirmation of order by the customer. Different time and method payment must be specifically agreed in written form. When full payment takes place, Marinello Tende will insure the delivery to the first carrier. Paragraph 3 of article 58. of the Vienna Convention does not apply. In case of non-payment or delayed payment will apply D. Lgs.231 /2002 of Italian Law, issued in implementation of Directive CE combating late payment in commercial transactions. Therefore it is recalled that after the expiry of deadline for the payment described above default interests will be charged to the customer under the article 5 of that decree. The non-payment even partial, by the customer, which lasted more than 15 days from the day of the receipt of the notice of invoice is considered in any case essential non-compliance of the contract and entitles Marinello Tende to declare termination or rescission of the contract without any other previous notice or fixation of an additional period. In this case the Customer must return the goods that are already been given to him; if delivery hasn't yet happen Customer doesn't have right to obtain or to complain of any damage for breach of contract by Marinello Tende . If the goods have been sent in the meantime and they are at the carrier's Client cannot receive them but will immediately turn out to the carrier for the refund to Marinello Tende , with expenses paid by the Customer. The client will remain liable to pay the penalty to Marinello tende equal to 20 % of the contract value for any possible harm that will be shown.

12. Jurisdiction

For any dispute arising under this contract will be responsible exclusively to the Court of Padova.

13. Applicable law

In dealing with Italian customers, although not expressly provided in this agreement shall be applied Italian law. In relations with foreign customers, although not expressly provided for in this contract, applies the Vienna Convention from 1980th year on Contracts for the International Sale of Goods , and if not planned differently, the Italian law.

14. Language of the contract

These terms and conditions of sale have been translated into several languages. In case of the dispute Italian version is the right one. Signature of Client Signature of customer acceptance of specific clauses 5 (Shippin of goods), 6 (Obligation and delivery terms), 7 (Extended Warranty), 8 (Warranty), 9 (Termination), 10 (Customer's rights), 11 (Payment of price), 12 (Jurisdiction), 13 (Governing Law).