

GENERAL SALE CONDITIONS

1. INFORMATIVE DATA

All data, information and pictures on our catalogue are intended to give a representation of the different kinds of products but are not binding. MIVAL reserves the right of amendments and/or improvement of details execution, dictated by experience, without any notice. Overall dimensions and weights are indicative and not binding; face to face dimensions, diameters and flanges drilling according to EN or ANSI standards.

2. ORDER

MIVAL reserves the right to refuse the order if the mentioned conditions are different from the agreed ones and/or the ones cited in the quotation. The order becomes binding only after MIVAL acceptance by written confirmation. If MIVAL will not receive any notice within one day, order confirmation will be considered completely accepted. Any clause or condition added by the customer on enquiries or orders is void and cannot be applied, even partially, without MIVAL written acceptance.

3. SPECIAL MANUFACTURING

All confirmed orders which refer to special products and /or standard products modified on Customer request, cannot be cancelled.

4. ACCEPTANCE

The buyer declares that suitability of the product to the use which it is intended for, has been checked and assume any risk and/or responsibility resulting from its incorrect use.

5. TESTS

Every product is tested according to the standards currently in force (EN 12266-1: 2003, ANSI B16.34, API 598).

6. DOCUMENTATION

All documentation has to be necessarily required at order issuing: conformity declarations, technical data sheets, maintenance and use instructions, conformity certificates according to 2014/68/UE P.E.D., ATEX certificates according to 94/9/CE, test certificates according to EN 10204 2.2, for free; inspection certificates according to EN 10204 3.1 or other possible specific documentations, will be charged at cost.

7. DELIVERIES

Deliveries depend on the current availability, keeping into account production and construction exigencies and in accordance with the agreed terms (according to INCOTERMS 2000). In case of delay due to force majeure or postponements not caused by MIVAL, the order cannot be cancelled; however, in case of delay, the customer will be duly informed.

8. PENALTIES

Penalties are valid only in case of MIVAL written acceptance and include any possible damage caused by the delivery delay.

9. PACKAGING

MIVAL prices are inclusive of standard packaging. Special packaging in wooden cages, cases or with special protections will be charged at cost and are non-returnable, except otherwise agreed.

10. TRANSPORT

Goods travel at buyer's risk even if sold free delivered. If no shipment terms are specified on the order, MIVAL will act (previous customer approval) following its own experience and assuming no liability.

11. RETURNS

Returns of goods must be required in writing and authorized by MIVAL. Our claim/return form can be downloaded from www.mival.it. The goods must be sent to our warehouse free of charges. MIVAL reserves to not accept the returned goods if they are damaged or have a different look or evident violation. In any case the goods proposed to be returned cannot be referred to supplies of four months prior the return request date. Special products, appositively manufactured for the customer, will not be accepted back.

12. PAYMENTS

Payments must be addressed only to MIVAL Serravalle Sesia (VC) operative offices. According to the provisions of Legislative Decree no. 192 of 9 November 2012 on combating late payment in commercial transactions, we inform you that payment term cannot exceed sixty days at the month's end without written agreements between the parties. We point out also that this new directive, establishes that when the deadline for payment expires, interests will be automatically applied. Interest rate corresponds to the one fixed by European Central Bank increased of 8 percentage points (BCE rate +8%), in addition to the minimum amount of € 40.00 as damage compensation, without prejudice to debit the costs for legal assistance, credit recovery and bank charges.

13. GUARANTEE

MIVAL guarantee that supplied products are free of material defects (not hidden), construction and functioning defects for a 24 months period from supply date (according to art. 1519, sec. II, par. I, title III, book IV C.C.). No delay in the installation of the plant will justify requests of guarantee protraction, if not previously agreed. Guarantee includes neither responsibility in case of damages to persons and/or things (including interruption of production processes), nor damages due to incorrect installation of the product due to inexperience, alteration, unauthorized restorations, functioning limits lack of respect, wrong conditions of transport and/or storage. Claims have to be signaled by written form within eight days from the goods receipt specifying kind of flaw and cannot interrupt the agreed terms of payment. Furthermore, no claims will be taken into consideration in case of lack of respect of contract terms by the customer or if the products shows clear signs of violation or anomalies due to improper installations or manoeuvres, for example forcing the valve to close in presence of impurities in the fluid, or in case of hydraulic event as water hammer, or employ (even if occasional) with working conditions over the values suggested for each item. If the product is intended for use with food or dangerous fluids (explosive, flammable, toxic and oxidative, comburent, etc.), you must inform the manufacturer on your enquiry, specifying fluid type, working temperature and pressure. MIVAL will replace only the parts found out with construction defects ascribable to the manufacturer, previous their return free of charge; in any case no damage attributed to them will be reimbursed. The standard painting applied by MIVAL is intended to protect the valves during the transport and the stocking for a periods of maximum 12 months from the delivery date, and no guarantee is given for the suitability and the durability of this painting for the specific operating conditions (temperature, humidity, etc.). In all the cases, also if the coating is provided according to customer specifications, it has to be considered as a part subject to wear and for this reason his durability is not guaranteed if not previously agreed.

Our guarantee terms prevail on any other different term required by the customer.

14. RETENTION OF TITLE

As stated by art. 4 of 2000/35/CE European Directive, all goods supplied by MIVAL remain of exclusive property of the undersigned until complete payment of the due amount. In case of non-performance, even partial, MIVAL can claim the property of the product wherever it is, even if built-in to other goods owned by the customer or others.

15. DISPUTES

For any dispute or discordance referred to the sale conditions, departing from what indicated on the book I, sec. III, C.P.C., each and every competitive Place of Jurisdiction is excluded and the one of Vercelli is meant as sole competent Place of Jurisdiction. About what not expressly agreed between the two parties, it holds the Italian legislation in force besides uses and customs of engineering sector acknowledged by the Chamber of Commerce of Milan. Any dispute related or connected to the international sale contract, included the ones referred to its interpretation, validity, execution and resolution, will be submitted to ritual arbitration, on the basis of the ordinary or the quick arbitration procedure, depending on the value, accordingly to the Regulation of the International Arbitration Chamber of Milan. The arbitration language will be Italian.