

Progettazione, realizzazione e vendita di sensori.
Progettazione realizzazione e vendita di prodotti elettronici professionali su specifiche del cliente, per applicazioni industriali, di automazioni per la casa ed applicazioni ad esse correlate.

Design, development and sale of sensors.
Design, development and sale of professional electronic devices on Customer demand, for industry, home appliances and related applications.

Entwurf, Entwicklung, und Vertrieb von Sensoren.
Entwurf, Entwicklung und Vertrieb von qualitativ hochwertigen, elektronischen Produkten, nach Kundenspezifikation, für industriellen Anwendungen, für Haushaltgeräten und damit zusammenhängende Anwendungen.



General Terms and Conditions of Sale

I. General Sales Conditions

These General Terms and Conditions of Sale (hereinafter referred to as "Terms") shall be applicable to all contractual relationship between the Customer and Teklab S.r.l., with headquarter in via Emilia Ovest 1179 – 41123 Modena – Italy (hereinafter referred to as "Supplier"). Deviations from these Terms shall not be valid unless confirmed by the Supplier to the Customer/Purchaser in writing. These Terms are applicable to any kind of Products (Electronic Controllers, Electro-Optical Systems, Optical Level Switches, Oil/Liquid Level Infrared Sensors, Oil/Liquid Level Controllers, CO₂ Refrigeration Systems, etc.) and to any other services or performances offered by Teklab Srl. Amendments and Additions to these Terms shall become legally effective only when they are specifically authorized in writing by Teklab Srl. These terms shall also be applicable, if the Supplier performs the contract without reservation and in awareness that these Terms conflict or differ from the Customer's Standard Terms.

II. Prices

The prices of the Products are those indicated in the order confirmation of Teklab Srl. Unless otherwise agreed by the parties, such prices are to be considered Ex Works Teklab (via Emilia Ovest 1179 – 41123 – Modena) excluding VAT and any additional taxes, customs duties, packaging, transportation, insurances premiums. Prices shall be in Euro.

III. Delivery

The delivery date and time shall be indicated in the order confirmation. Teklab reserves the right to make partial deliveries. Teklab shall have the right to refuse delivery in case the Purchaser failed to pay a previous order. Unless otherwise agreed in the order confirmation, the delivery shall be Ex Works (Incoterms 2010) Teklab (via Emilia Ovest 1179 – 41123 – Modena). Where the Customer furnishes special transportation instructions, any special expense shall be borne by the Customer. When export instructions or special packing are required and have been agreed upon by the parties, any extra charge such as export duties, licenses, fees and the like shall be borne by the Customer. Subject to applicable law, Teklab Srl, upon notice to Customer, may retain title to the Products until such time as Teklab Srl receives payment in full from the Customer.

IV. Payment

Unless differently agreed by the parties in the order confirmation, payment shall be made fully in advance.

V. Proprietary rights and maintenance of secrecy

All rights to intangible property and know-how in the Products are retained by Teklab Srl. The Purchaser is under a duty hereby to maintain secrecy concerning all confidential information, which it receives in connection with supply of the Products, and in particular not to reveal them to third parties. In case a contract is not concluded or a contract is ended, all intellectual property shall be returned to the Supplier or shall be extinguished and shall not be made use of.

VI. Sample Products and Prototypes

Teklab Srl can supplies to the Purchaser a sample or a prototype of the Products for test and evaluation purposes only. During the period of evaluation, Teklab Srl is the only owner of and retains title to sample and prototype Products. All samples and Prototypes are offered without warranty of any kind. Customer agrees that any use of these samples and prototypes is at Customer's exclusive risk. Teklab Srl doesn't assume any liability for unauthorized use of these samples and prototypes.



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VII. Cancellations

If the Customer cancels an order for any reason, fails or refuses, or is unable to accept delivery of any of the Products it has ordered, or if Customer requests the diversion of a delivery from Teklab Srl, the Customer shall be liable for and pay to Teklab Srl, promptly on demand, the full purchase price and all costs and expenses incurred by Teklab Srl in filling and shipping Customer's order or by reason of such diversion, including costs of demurrage and storage.

VIII. Obligations of Examination and of Issuing complaints

The Customer shall examine all Products of the Supplier and give notice of all visible defects within a period of forty-eight (48) hours following receipt of the Products. This shall also apply to documentation (e.g. operating instructions, instructions or assembly). The notifications of defects by the Customer shall be made in writing and shall describe the defect in detail. Verbal notifications shall not be considered valid. Beyond this timeframe, the Products of Teklab shall be deemed as conforming in quantity and quality to the order.

IX. Warranty

The Supplier warrants that the Products delivered correspond with the specifications indicated in the order confirmation, and that they provide performance indicated therein. The warranty time period commences at the moment of delivery of the Products Ex Works Teklab Srl (via Emilia Ovest, 1179 – 41123 – Modena), and it has a duration of 18 months. Should hidden defects occur in the Products thereof during warranty time period, which affect the functioning capability of the Products supplied, then the Purchaser shall have the right to claim reparation or replacement of the Products. It shall be at the sole discretion of the Supplier as to whether repair or replace the defective Products. The Customer must not return any Products without the Supplier's prior written authorization and a return material authorization (RMA) number. After receiving RMA number, the Customer send units to be verified at Customer's expenses and the RMA number must be quoted on all correspondence, and all Products must be appropriately packaged for transit.

In case the Customer or a third party carries out modifications, alterations or repairs improperly and without written approval of the Supplier, the Supplier shall not be liable for consequences resulting therefrom, and the warranty shall become invalid.

This warranty shall not apply also : 1) if the Product is not used under the conditions and operational procedures indicated into the written instructions and in the various technical documents of Teklab; 2) if the Purchaser adds equipment or accessories that modify the Product and its functions; 3) in case of fair wear and tear

X. Limitation of Liability

As regards defects in the Products supplied and proven by the Purchaser, Teklab Srl shall be liable for demonstrable and direct damages only. Teklab Srl shall not be liable for indirect damages, consequential or punitive damages, reflex damages, loss of profits, revenue, use or goodwill, or for the cost of procuring substitute products, and even if the Supplier was advised of the possibility of such damages. Teklab's total liability for any and all damages shall not exceed the price paid to the Supplier by Purchaser for the Product(s) that gave rise to any such liability.

The customer agrees to render the contractual limits of liability defined in the present General Terms and Conditions as enforceable against its insurers, its own customer and their insurers.

XI. Governing Law and Jurisdiction

The present General Conditions shall be governed by Italian Law.

All controversies arising from/relating to, these General Conditions and the contracts of sale of Products to which the Supplier is a party, shall be resolved exclusively by the competent courts for the place in which the Supplier's registered office is located. Without prejudice to the foregoing, the Supplier reserves the right, in its discretion, to opt out of said exclusive court and to bring an action against the Customer before any court having jurisdiction over the Customer, in particular, but without limitation, for purposes of recovering sums owed to the Supplier.

