

Your use of this site indicates your acceptance of these terms and conditions. Your submittal of any purchase order indicates your acceptance of these terms and conditions.

STANDARD TERMS AND CONDITIONS OF SALE PUNTO QUANTICO S.R.L. HEREINAFTER REFERRED TO AS “PQ”

1. Agreement.

These terms and conditions constitute the entire agreement between the Customer and PQ and supersede all previous communications, representations or agreements, either verbal or written, with respect to the subject matter thereof.

2. Terms and Conditions Changes

PQ reserves the right to update or modify these Terms and Conditions at any time without prior notice.

3. Prices

All prices are in EURO, and are subject to change. Prices do not include shipping, any applicable taxes or customs charges, which must be paid by the Customer. Please confirm prices and delivery when ordering; price quotations are normally valid for 30 days.

Net due at time of order, unless other arrangements are made with PQ and confirmed by email. All orders are subject to acceptance by PQ, and should include the Item Number for each product.

Shipments and deliveries shall be subject to approval of PQ's Credit Department. PQ reserves the right, prior to making any shipments, to require from purchaser satisfactory security for performance of purchaser's obligations. If the purchaser fails to furnish satisfactory security or information on which to base credit, and/or purchaser's account is in arrears, PQ may defer further shipments, or may, at its option cancel the order or any unshipped balance. PQ's failure to exercise any right accruing from any default of purchaser shall not impair PQ's rights, in case of any subsequent default of purchaser.

4. Taxes

Buyer will pay all taxes due on any order, including, but not limited to, sales, use, and excise or any direct or indirect tax of a similar nature of federal, state, country or municipal origin. If PQ is required to collect and/or pay such taxes, Buyer shall reimburse PQ for the full amount.

5. Shipping

Italian and foreign Customers

All orders will be processed within 3 business days of order placement; merchandise will be shipped immediately upon clearance of payment thereafter. Currently, we offer shipping by POSTE ITALIANE. Contact us for special requests.

Delivery dates provided are based on existing conditions. PQ will use commercially reasonable efforts to ship within the time estimated, but failure to make shipment as scheduled does not constitute a cause for cancellation and/or for damages of any character. The execution of this order is contingent upon strikes, fires, delays of carriers, and other delays and causes unavoidable or beyond PQ's control.

International Shipping

International customers are responsible for custom clearing, appropriate taxes, duty, and separate and additional shipping cost. PQ does not collect import duties or customs taxes and has no knowledge what these charges may be. The customer is responsible for these additional charges.

Insured shipments

Shipments can be insured at the Customer's expense. Contact us for a quote.

6. Returns

Any returns must be authorized in writing by PQ. Claim cannot be honored after ten (10) days. To receive an RMA (Return Merchandise Authorization) number and shipping instructions, please write an e-mail at info@puntoquantico.it and include your order number.

Customer may return any new, unopened items within 30 days of receiving merchandise for a full refund less shipping and handling. Items returned must ship via UPS for tracking purpose. Customer is responsible for shipping cost on all returned merchandise unless the merchandise is defected upon arrival. Customer should expect to receive their refund within and up to four weeks from the date which return merchandise is received at Punto Quantico s.r.l. I will notify you via email upon arrival of your return merchandise.

7. Use of Products

Buyer represents and warrants that it intends to and will use Products solely for internal research and development purposes. Buyer shall not resell or distribute the Products or sell or distribute any goods that incorporate Products or any derivative thereof without written permission of PQ

8. Proprietary Rights

PQ retains exclusive rights in and to any proprietary information, data and materials related to the Products sold hereunder, as well as the rights to all discoveries, inventions, patents and other proprietary rights that PQ may develop in the course of manufacturing the Products. Buyer shall not "reverse engineer" any Products sold by PQ or otherwise attempt to obtain any proprietary rights of PQ.

9. Buyer's Indemnity

The Buyer represents and warrants to PQ that it shall use the Products in accordance with applicable law, rule, and regulation and not in violation of any patent or other proprietary rights of any third party. The Buyer expressly represents and warrants that Buyer will properly test, use, manufacture and market any Products purchased from PQ or materials produced with Products purchased by Seller in accordance with the practices of a reasonable person who is an expert in the field and in strict compliance with law. The Buyer agrees to indemnify and hold harmless the Seller, its employees, agents, successors, officers and assigns for and against any and all suits, claims, demands, liabilities, losses, damages and/or expenses, including costs and fees of legal counsel and all other costs of defending any action, that PQ may incur as a result of any act or failure to act by the Buyer, its officers, agents or employees, successors or assignees, its customers or all other third parties, whether direct or indirect, in connection with the possession or use of any Product sold by Seller or by reason of Buyer's breach of any of its agreements contained herein. Buyer's indemnity shall extend to any claim brought against Seller by a third party alleging that the use of a Product by the Buyer infringes the patent rights, trademarks, intellectual property rights or other proprietary rights of any third party. Buyer shall notify PQ in writing within fifteen (15) days of Buyer's receipt of knowledge of any accident, or incident involving PQ's Products which results in personal injury or damage to property, and Buyer shall fully cooperate with Seller in the investigation and determination of the cause of such accident.

10. Warranty

ALL PRODUCTS ARE SOLD "AS-IS." Buyer acknowledges that there may be variations in the characteristics of Products. PQ expressly disclaims any warranties related to any samples that it may from time to time provide to the Buyer.

PQ warrants that each product to be delivered hereunder will conform to its specifications and be free from defects in workmanship. PQ MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT THAT OF TITLE AND ALL IMPLIED WARRANTIES INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

The determination as to the suitability or adaptability of any of PQ's products to the specific needs of the purchaser is solely the purchaser's prerogative and responsibility. PQ offers suggestions on the use of its various products. Nevertheless, there are no warranties given except such expressed written warranties offered in connection with the sale of a particular product.

PQ NEITHER ASSUMES RESPONSIBILITY FOR ANY OMISSIONS OR ERRORS NOR ASSUMES LIABILITY FOR ANY DAMAGES THAT RESULT FROM THE USE OF ITS PRODUCTS IN ACCORDANCE WITH INFORMATION PROVIDED BY PQ, EITHER VERBAL OR WRITTEN.

LIMITATION OF LIABILITY: The remedies of the purchaser set forth herein are exclusive and the total liability of PQ with respect to this order, whether based on contract, warranty, negligence, indemnification, strict liability or otherwise, shall not exceed the purchase price of the component upon which liability is based. In no event shall PQ be liable for consequential, incidental or special damages.

11. Patent disclaimer

Seller makes no warranty or representation that the use or sale of the Products, whether alone or in combination with other products, will not infringe the claims of any letters patent, trademarks, registered designs or other proprietary rights of any party and Buyer assumes all risks associated therewith.

12. Governing Law

The terms and conditions shall be deemed to have been made in and shall be governed by the laws of the Tribunale di Napoli. Any legal action shall be resolved in the courts of The Tribunale di Napoli. All products sold PQ are subject to the following Terms and Conditions, interpreted under the laws of The Italian State.