



GENERAL SALE TERMS AND CONDITIONS FOR MAX PROP® PROPELLERS

1. These general sales terms and conditions apply to all Max Prop® propellers' sales agreements and to all relations arising out of, inherent in or, in any way, consequent to them.
2. As soon as the goods are ready, Max Prop s.r.l. gives notice to the customer who must take care of the collection.
 - 2.1. Place of delivery, with consequent transfer of all liabilities and risks to the buyer, is seller's Ex-Works (EXW) at the workshop of Max Prop s.r.l. located in Milan, at Viale Carlo Espinasse no. 101, and the goods will always travel under the responsibility of the buyer, at their own risk. Therefore, by delivering the goods to the carrier, Max Prop s.r.l. cannot be held in any way responsible for any damages that may occur due to loading, mislaying, theft, damage, loss or delay in the delivery of the goods.
 - 2.2. At the buyer's request, if Max Prop s.r.l. ships the goods via the carrier, which must in any case be indicated by the buyer, it shall always act on behalf of the buyer, and the buyer shall be responsible for any inherent and consequent liability due to transport. In this case, the cost of the goods will include the shipping cost. This cost never includes any kind of transport risk insurance. If the buyer wishes to insure the goods, the buyer shall take care of this, at its own expense. In the event of mislaying, theft, damage, loss of the goods during transport or in the event of delayed delivery, the buyer may exclusively take action against the forwarding agent and/or the carrier appointed, with express exemption of Max Prop s.r.l. from any related liability.
3. The propellers sold by Max Prop s.r.l. are warranted for a period of 12 (twelve) months from delivery. Any defects found by the buyer must be reported, under penalty of voiding the warranty, within and no later than 8 (eight) days from delivery by means of a written communication. The repair or replacement of the goods under warranty, as set out at point 5 below, does not extend the warranty validity period, which remains set at 12 (twelve) months from the first delivery of the goods.
4. The warranty does not cover parts subject to wear and tear and damages resulting from improper use of the goods, as well as all cases in which the defect is due to any cause other than and not related to manufacturing. The goods under warranty must not be subjected by the customer to any repair work on their own or by third parties, unless expressly agreed and authorised in writing with Max Prop s.r.l., under penalty, at fault, of exclusion and voiding of the warranty.
 - 4.1. The components of each propeller must not be modified by the buyer in any way and for any reason.
 - 4.2. The components of each single propeller, none excluded, are not interchangeable between one propeller and the other.
 - 4.3. The propeller must be used in strict accordance with the instructions provided in the manual, paying particular attention to the warnings.
 - 4.4. Failure to comply with points 4.1, 4.2 and 4.3 shall result in the exclusion and voiding of the warranty.
 - 4.5. Equally, the warranty is void if the defect has nevertheless occurred due to the buyer's failure to comply with the requirements regarding the assembly, operation and maintenance of the item as set out in the instruction manual.
5. If the goods are recognized by Max Prop s.r.l. as actually different or flawed due to manufacturing or material defects, the buyer will only be entitled to repair or replacement of the original propeller parts free of charge. The warranty is therefore limited solely and exclusively to the repair or replacement of the faulty propeller free of charge, with the express exclusion of any other liability of Max Prop srl for any direct, indirect, financial and non-financial damages (none excluded) to property or persons. Max Prop srl will not, under any circumstances and for any reason whatsoever, pay any indemnity, compensation and/or refund of any kind, not even in part. This warranty replaces and excludes all other warranties, expressed or implied, that are required by law.

MAX PROP srl

viale Carlo Espinasse, 101 - 20156 Milano - Italy | www.maxprop.it | info@maxprop.it
tel. +39.02.33.40.43.25 - fax +39.02.38.000.791 | Part. IVA 07610270154



6. In the case referred to in the previous point, any repairs under warranty will be carried out by Max Prop s.r.l. at its workshop located in Milan, at Viale Carlo Espinasse no. 101. The buyer will be responsible for sending the propeller intact and complete with all its parts to this workshop. Until the receipt of the goods by Max Prop s.r.l., the risk of mislaying, theft, damage, loss of the goods or delay in delivery lies entirely with the buyer. Once the goods have been received, Max Prop s.r.l., having verified the actual existence of the defect and the absence of causes for the exclusion of the warranty, will decide at its sole discretion whether to proceed with a repair or replacement of the propeller.
7. These general sales terms and conditions are integral and substantial part of any purchase agreement stipulated with Max Prop srl.
8. These general sales terms and conditions and related sales agreements are governed by the Italian law. Any disputes arising out of, relating to or in any way resulting from this agreement, its interpretation, application and performance shall fall under the exclusive jurisdiction of the Court of Milan, to the exclusion of any other court.
9. The official and binding text of these general sales terms and conditions is only that which is written in Italian. Any translations into other languages are merely a matter of courtesy. It is therefore established that, in case of any divergence, only the Italian text will have value to any effect of law.
10. The buyer acknowledges and agrees that the sale price of the propeller has also been determined in consideration of the acceptance by the buyer of these general terms and conditions of sale. By accepting this agreement, the buyer excludes and in any case waives any kind of exception, dispute, request and/or claim.

Milano, _____

As acceptance

Pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code, the purchaser expressly declares and acknowledges that he has carefully read every single condition of sale, as well as that he accepts the agreements contained in these general conditions individually and collectively, specifically approving the provisions in each article with particular reference to:

art. 2 (delivery of the goods ex works and transport insurance to be paid by the buyer); art. 3 (duration of the guarantee and deadline for reporting); art. 4 (exclusions from the guarantee); art. 5 (content of the guarantee and exclusion of liability and compensation for damage to people and things); art. 6 (return of the faulty goods, repair/replacement at the judgment of Max Prop s.r.l.); art. 8 (contract law and competent court); art. 9 (official and binding text); art.10 (acceptance of the general conditions of sale and waiver of exceptions, disputes and requests)

Milano, _____

As acceptance

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