

# **MIRA (MINELLI Corp.) Online Store Sale Terms and Conditions**

By clicking the "Accept" button, you agree to be bound by the following terms and conditions for your purchase from MIRA (MINELLI Corp.), for related products sold worldwide through this website.

## **1. Other Documents**

THESE TERMS AND CONDITIONS APPLY UNLESS YOU HAVE EXECUTED A SEPARATE PURCHASE AGREEMENT WITH MIRA (MINELLI Corp.) Any attempt to alter, supplement, modify or amend these terms and conditions will be null and void unless agreed to in writing by MIRA (MINELLI Corp.).

## **2. Payment Terms; Orders; Quotations**

Terms of payment are determined at MIRA (MINELLI Corp.) sole discretion based on the payment option you select, and payment must be received by MIRA (MINELLI Corp.) Switzerland prior to MIRA's (MINELLI Corp.) acceptance of your order. Payment shall be made by credit card or wire transfer, unless some other pre-arranged method of payment has been accepted by MIRA (MINELLI Corp.) You represent that your credit card usage follows all requirements of the credit card issuer. Any order is not binding unless accepted by MIRA (MINELLI Corp.) Accepted orders are subject to cancellation by MIRA (MINELLI Corp.) at its sole discretion. Any quotation provided by MIRA (MINELLI Corp.) will be valid for the duration stated in the quotation. Otherwise, MIRA (MINELLI Corp.) standard pricing applies. MIRA (MINELLI Corp.) is not responsible for pricing, typographical, or other errors in any offers and reserves the right to cancel any accepted orders resulting from such errors.

## **3. Prices; Shipping and Handling Charges; Taxes**

All prices do not include charges for shipping and handling, and for other government required fees; any such charges are additional.

## **4. Title**

Title and risk of loss pass to you upon shipment from MIRA (MINELLI Corp.) dock of origin. You must notify MIRA (MINELLI Corp.) within two weeks of date of shipment in case any part of your purchase is wrong or damaged.

## **5. Limited Warranty**

All MIRA products supplied by MINELLI Corporation are warranted to be free of manufacturing defects for a period of 12 months from date of invoice

Any and all parts and tooling claimed defective must be returned freight prepaid for inspection with a written explanation of how they were installed and operated.

Liability is strictly limited to the replacement of parts and tooling only and no claims for labour or consequential damages will be accepted. Except for such replacement, the sale, use or any other handling of MIRA (MINELLI Corp.) products is without liability or warranty whatsoever. No liability will be accepted for misuse, negligence or abuse causing damage, defect, injury or loss. All return must have prior company approval and authorization.

MIRA (MINELLI Corporation) terms of sale do not include a product return policy, except for defective parts or parts shipped in error by MIRA (MINELLI Corporation). MIRA's (MINELLI Corp.) return policy is limited to 1<sup>st</sup> warranty (see above) and as published in the official price-list.

## **Procedure**

Below there is a listed basic procedure to follow on any return you wish to make under warranty:

1. All parts must be authorized in advance. Please note, that all returns must be made within 30 days after arrival. Contact your sales person giving him/her details of your return. Any returns of unauthorized parts without prior arrangement and/or approval of the management will be held in suspense and returned back to the customer – freight collect.

2. Upon receipt of your return, it will be inspected and all parts considered defective or shipped by error in our judgement will be replaced/repaired free of charge or credited at purchase price. If in our judgement the part or tooling is not defective or not in error by us, no credit will be granted and parts or tooling will be sent back to the customer – freight collect.

3. All information concerning your return must be included as required by the terms of our limited warranty. Please include original invoice, part No. and any other helpful information.

## **6. Service and Support**

MIRA (MINELLI Corp.) has no obligation to provide service and support except in accordance with the limited warranty program applicable to the covered product, or any other service offering purchased for such product, and only after MIRA (MINELLI Corp.) has received full payment for such service and support. Limited warranties and service offerings may vary from product to product. For covered MIRA product, MINELLI support people will first attempt to handle any problems by telephone, e-mail, or Internet chat. MIRA (MINELLI Corp.) support people may not be able to understand or resolve every given problem. If it is determined that the product needs to be returned for support, you must follow the return procedures in the applicable limited warranty and the terms of any applicable service offering. All returns for support require a Return Material Authorization (RMA) number.

To obtain an RMA number and information on our RMA process, please call MIRA (MINELLI Corp.) An RMA must be requested within the applicable period under the limited warranty or service offering. All products must be returned to MIRA (MINELLI Corp.) within ten (10) days of receipt of the RMA number and you must pay return shipping charges. Returns made without a RMA number will be refused. Upon receipt of the returned product(s), MIRA (MINELLI Corp.) will inspect the product to be certain all parts and software are included and no abuse, misuse or user negligence was responsible for damages which caused the return. You agree to pay MIRA (MINELLI Corp.) for any costs associated with missing parts or software, or related to any abuse, misuse of the product or user negligence of such product. You agree that MIRA (MINELLI Corp.) may offset such amount against any credit applicable for such returned product. If you desire to return for support a product that is not covered by a limited warranty or service offering, you must obtain an RMA per the above procedure and service will be at your cost according to MIRA's (MINELLI Corp.'s) standard service pricing and terms. MIRA (MINELLI Corp.) may require pre-payment of all service charges, and despite our efforts, MIRA (MINELLI Corp.) may not be able to resolve every given problem, especially for products out of warranty.

## **7. Product Availability**

Product availability may be limited. Products may not be available for immediate delivery. In the unlikely event that product becomes unavailable, MIRA (MINELLI Corp.) reserves the right to cancel orders or to provide a substantially equivalent or better substitute product.

## **8. Limitation of Liability**

YOU AGREE TO THE FOLLOWING LIMITATION OF LIABILITY: MIRA (MINELLI CORP.) SHALL NOT BE LIABLE BEYOND THE REMEDIES SET FORTH HEREIN. MIRA'S (MINELLI CORP.'S) MAXIMUM LIABILITY SHALL NOT EXCEED THE TOTAL PRICE PAID FOR THE PRODUCTS ORDERED BY YOU. IN NO EVENT SHALL MIRA (MINELLI CORP.) BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY CLAIM BY A THIRD PARTY OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MIRA (MINELLI CORP.) SHALL NOT BE LIABLE FOR LOSS OF PRODUCT AVAILABILITY, LOSS OR CORRUPTION OF DATA. OR LOSS OF PROFITS OR BUSINESS. SOME STATES DO NOT ALLOW LIMITATIONS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SUCH LIMITATIONS MAY NOT APPLY TO YOU.

## **9. Governing Law**

In any case, the arbitration shall be held in Zürich, Switzerland, in accordance and based on Swiss law. The award rendered by arbitrator(s) shall be final and binding upon both parties.

MIRA (MINELLI Corp.) is entitled, however, to sue Customer at any other court having statutory jurisdiction.

## **10. No Assignment**

You may not assign its rights or obligations under this Agreement without the express written consent of MIRA (MINELLI Corp.)

## **11. Privacy**

To advise you how we handle your personal data that is gathered online, please see our privacy policy at the follow URL: <http://www.miratool.ch> Clicking on the privacy link on the lower navigation bar of the specific webpage where you provide personal data will also direct you to the applicable privacy policy.

## **12. Invalidity of Provisions**

If any provision or provisions of this Agreement are held to be invalid, illegal or unenforceable, such provision shall be enforced to the fullest extent permitted by applicable law, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Note: MIRA is the registered trademark of the MINELLI Corporation Switzerland**