



## GENERAL CONDITIONS OF SALE

### 1.0 Contracts:

1.1 Irrespective of the place where the commission is given, each sales contract is always understood to be stipulated and perfected at the Seller's registered office

Even if the purchaser's order form contains clauses different from those reported here, all of the conditions below are understood without exception or exclusion to be implicitly accepted by the awarding of the order.

1.2 The minimum amount of an order is € 300.00.

### 2.0 Delivery:

2.1 The terms of delivery stated on the order are indicative and not binding. They will be respected according to the availability of the materials required for production and anything else concerning it. All and any modifications made to the delivery terms by the purchaser after the order has been placed are not valid.

2.2. Late delivery due to fire, strikes, delay in receiving goods, exporting and importing ties, or other causes of force majeure authorise

the Seller to postpone the delivery due date, releasing it from any responsibility. In the case of such delays, the buyer is still obliged to proceed with the full collection of the quantity of goods ordered and agreed.

2.3 In no case and for no reason may the seller be liable for compensation arising out of any direct or indirect damage caused by delay in delivery, because the terms stated and accepted at the time of placing the order are not binding.

2.4 Should dispatch or delivery take place after the due date stated for the purchaser's convenience, the warehousing cost of storing goods will be borne by the seller at 1.5% of the amount invoiced for the goods for each month of late delivery.

### 3.0 Dispatch and returns:

3.1 When not otherwise agreed, the goods are understood to be supplied free on board starting warehouse. They are always transported on behalf of and at the purchaser's risk even if a return has been agreed. The supply will be understood to have been completed by the delivery of the goods to the carrier indicated by the purchaser or chosen by the Seller should this information not be communicated in time. All of the goods will be dispatched uninsured by the Seller; should an insurance be requested, all expenses arising will be borne by the purchaser.

3.2 Complaints about the state of the packaging and quantity or number of items must be made by recommended letter within seven days of receipt of the goods under penalty of forfeiture of any rights to repayment or substitution.



3.3 Return of the goods is not allowed unless specifically agreed with the Seller. Any goods returned will be transported at the exclusive risk and peril of the purchaser and will only be accepted free on board.

3.4 Complaints or any other dispute that may arise as a consequence of the sales relationship regulated by the present conditions do not give the purchaser the right to suspend or delay agreed payments.

#### 4.0 Prices

4.1 List prices may be changed or modified without any obligation to give notice to clients. Prices and all other conditions concerning the order are not binding on any orders placed after these articles. Any other agreements do not constitute derogation of this principle and must be considered to define and detail particular cases. Moreover, the prices agreed or stated on the order refer to goods free on board warehouse and remain the responsibility of the purchaser in addition to the cost of transport, packaging, customs and excise duty, insurance, special rights, taxes of any nature, and generally speaking all fiscal and additional fees of the contract, prices being subject to revision due to fluctuations in the exchange rate.

#### 5.0 Payment terms

5.1 Payments must be made exclusively to the Seller's bank under the terms stated on the order, the sum remaining the purchaser's risk during transmission. Issue of bank drafts constitutes a unilateral initiative by the Supplier as a more convenient form of payment and does not change the territorial competence of the court. Any discounts agreed only refer to the amounts for the goods. Discounts or reductions that have not been agreed and/or have lapsed are not recognised.

5.2 In the case of late payment, annual interest is automatically applied on the basis of the official discount rate plus 4 percentage points commencing from the due date, without formal notice of default being required. In the case of default on payments, the Manufacturer has the right to suspend any supply currently in operation.

#### 6.0 Guarantees:

6.1 The products are tested before dispatch, are guaranteed to conform to all that is provided for in the technical specifications supplied, and are provided with identification plates affixed by the producer, which may not be removed under any circumstance.

6.2 The term of the guarantee is twelve months from the date of collection of the products at the Seller's registered offices and is limited to the substitution by the Seller free on board warehouse of parts whose defects have been established.

6.3 Parts subject to normal wear and tear are excluded from the guarantee and moreover the guarantee lapses if the product has been used for purposes not conforming to the information in the catalogues or the instruction sheets, in case of contamination by unsuitable substances, poor installation or maintenance, that is to say, mechanical breakage, modifications, tampering, or unlawful opening.

6.4 The terms of replacement of materials recognised as defective and/or to be repaired will be agreed with the purchaser. Moreover, these are understood to be the same as the delivery terms.



6.5 Should a partial or total recall of a potentially defective lot occur, the expenses for tracing the product are excluded from the repayment of costs that remain the purchaser's responsibility.

6.6 If the purchaser has grounds for complaint, it is the responsibility of the Seller to repair or replace the defective parts.

6.7 The replacement under guarantee will be carried out free on board Seller's warehouse and deliveries must be agreed with the same in advance.

6.8 Replacement of goods is not allowed unless specifically agreed with the Seller.

6.9 Any compensation for any damage to the purchaser may not exceed the invoiced price of the product in question.

6.10 The present guarantee excludes any other possible responsibility of the Seller with regards to the products supplied.

6.11 In particular, the purchaser may not make other claims for compensation for damages, for a reduction in the price, for termination of the contract, or suspension of payments.

6.12 Should payments be suspended, the guarantee will automatically be suspended until these payments have been made.

6.13 The Seller may not be held responsible for indirect or consequential damage under any circumstances.

7.0 Disputes:

7.1 The Court of jurisdiction for any dispute is that of Milan.

"The following clauses are specifically approved in accordance with articles 1341, 1342 and subsequent amendments of the Civil Code: Delivery 2.3

Dispatch and collection 3.1 – 3.4 – Payment terms 5.2 – Guarantees 6.2 – Disputes 7.1"

General conditions of sale