



Tranciatura Minuterie Metalliche  
Manufacturer of Stainless Steel Washers

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## **GENERAL TERMS AND SALE CONDITIONS**

- 1) The issuance of an order by the customer presupposes the acceptance by the same of the present conditions of sale. Any general conditions of purchase of the client will not be applicable.
- 2) The technical data, the documents concerning the supply and the delivery dates are indicative and not binding, unless they are indicated as binding in the inquiry and confirmed in our offer.
- 3) The offered prices are not binding, unless the contrary is expressly stated by us in our offer.
- 4) If we do not comply with our mandatory delivery obligation, in case this has been expressly agreed (see point 2 above), the customer has the right to cancel the order. Other rights of the client are excluded, above all costs in the case of an alternative sale, from another supplier.
- 5) Goods travel on behalf of and at the risk of the buyer even if they have been sold under Free Port conditions.
- 6) Complaints concerning quality, defects or otherwise of the goods are not allowed if not made directly to us in writing within the terms prescribed by the Italian Civil Code. However, the obligation of our company is limited to the replacement of the goods recognized as not corresponding, in the same place of delivery of the original supply, after restitution of this, excluding any right by the buyer to request the termination of the contract or compensation for damages.
- 7) Claims concerning goods quality defects or any other cause are not accepted unless they are made in writing directly to us, according to the terms fixed by the Italian Civil Code. Notwithstanding this, the seller liability is limited to the replacement of the defective goods to the original delivery place, after the reception of the defective goods back. The buyer has no right to cancel the contract or to demand damages compensation.
- 8) In case of strikes or delays in the supply of raw materials to the seller, those are to be regarded as events beyond the control of the seller and therefore should such events occur we may cancel or delay the shipment of the order and the customer cannot rise any claim for compensation or damage.
- 9) Any costs of express transport, in case of delays in delivery, cannot be charged to us.
- 10) For accounting reasons, we do not accept unauthorized discounts or rounding. The client is entitled to declare and agree with us the compensation or to exercise a right to reduce the price only when these rights are recognized by us or on the basis of a judicial sentence having a *res iudicata* value.
- 11) The goods stated on this confirmation belong to the seller until its entire amount has been settled by the buyer. If the payment is delayed beyond the agreed expiration date, legal interests will have to be applied in strictly conformity with Italian and E.C. regulations in force.
- 12) Each claim about expiration date stated on the invoice must be arisen and written within 8 days. In case of delayed payment, which has not been previously accepted by our offices, we will automatically apply invoicing interests calculated by 7% more than the official rate of discount. The orders which are still opened will be stopped without further notice as soon as any failure in the payment is acknowledged.
- 13) In case of disputes, the place of jurisdiction will be in Monza, Italy.

Pursuant to and for the purposes of art. 1341 of Italian Civil Code, and following the parties declare to expressly approve the following clauses:

Art. 6 Reclami e nostri obblighi contrattuali - Complaints and our contractual obligations

Art. 7 Nostra responsabilità - Our responsibility

Art. 8 Forza maggiore - Major force

Art. 13 Legge applicabile e Foro competente - Applicable law and competent court