

## GENERAL TERMS AND CONDITIONS OF SALE

### 1.0 Contracts:

- 1.1 Every sales contract is always concluded and made perfect at the seat of the Seller wherever the order is given. All of the following terms and conditions, none excluded or excepted, are deemed to be implicitly accepted with the placing of the order, even if the order forms of the purchaser contain different clauses from those stated here
- 1.2 The minimum order amount must be € 150.00.

### 2.0 Deliveries:

- 2.1 The delivery terms indicated in the order are indicative and not binding; will be respected compatibly with the availability of materials necessary for production and anything else related to it. Any and all changes made by the customer to the delivery terms after the order are not valid..
- 2.2 Delays due to fire, strikes, delays in receipt of goods, export and import constraints or other causes of force majeure, authorize the Seller to postpone the delivery terms, relieving it of any responsibility. Even in the event of such delays, the buyer is always obliged to proceed with the total withdrawal of the quantity of goods ordered and committed.
  1. In no case and for no reason is the seller required to pay compensation of any kind for any direct or indirect damage due to delivery delays and this because the terms indicated and accepted at the time of placing the order are not binding.
- 2.3 If the shipment or delivery takes place after the deadline established by order of the customer, the costs of storage of goods in stock will be due to the seller in the amount of 1.5% of the invoice amount of the goods for each month of storage..

### 3.0 Shipping and return:

1. The goods are intended to be supplied ex warehouse of departure unless otherwise agreed. They always travel on behalf and at the risk of the customer even in the case of agreed home delivery. The supply will be considered to have taken place with the delivery of the goods to the carrier indicated by the customer or, in the absence of timely notification, chosen by the seller. All goods will be shipped by the seller without insurance; If requested, any resulting expenses will be borne by the customer.
1. Complaints relating to the state of the packaging, quantity or number of pieces must be declared on the delivery note and countersigned by the carrier, the company must be informed, by e-mail, within eight days of receipt of the goods under penalty of forfeiture of any right to reimbursement or replacement.
1. Returns of goods are not allowed except after a specific agreement with the seller and completion of the appropriate return form. Any returned goods always travel at the sole risk of the customer and will be accepted only carriage paid.
1. Complaints or any other dispute that may arise as a result of the buying and selling relationships governed by these conditions, do not entitle the customer to suspend or otherwise delay payments as agreed.

### 4.0 Prices:

1. List prices may be changed or modified without any obligation to notify customers. The prices and all other conditions relating to an order are not binding for any subsequent orders of the same items. Any agreement to the contrary does not constitute an exception to this principle and must be considered limited to the particular case. The prices indicated on the commission or otherwise agreed refer to goods delivered ex warehouse and remain the responsibility of the customer, in addition to transport costs, packaging, duties, customs tariffs, insurance, special rights, taxes of any kind and in general all tax charges and accessories of the contract, prices are subject to revision, in the event of a change in the exchange rate.

### 5.0 Terms of payment

1. Payments must be made under the conditions established in the order exclusively to the cash desk of the Seller, remaining at the risk of the customer the transmission of the sums. The possible issue of routes constitutes a unilateral initiative of the supplier for a more convenient form of payment and does not involve a shift of territorial jurisdiction of the forum. Any discounts granted refer only to the amounts of the goods. No discounts, or discounts not agreed and / or lapsed are recognized.
1. In the event of late payment, the annual interest is automatically calculated on the basis of the official discount rate increased by 4 percentage points from the due date, without the need for formal notice. The



manufacturer's right, in the event of arrears in payments, to suspend any supply in progress remains unaffected.

#### **6.0 Guarantees:**

1. The products are tested before shipment, are guaranteed in accordance with the provisions of the technical documentation provided and are equipped with the identification plate, affixed by the manufacturer which in no case can be removed.
1. The warranty has a duration of twelve months from the date of collection of the products at the headquarters of the Seller and is limited to the replacement ex warehouse of the Seller, of the parts whose defects will be ascertained.
1. Parts normally subject to wear are excluded from the warranty and the warranty is void if there has been use that does not comply with the instructions on the catalogs or instruction sheets, contamination with improper materials, poor installation or maintenance or mechanical breakage, modification or tampering.
1. The terms of return of materials recognized as defective and / or to be repaired will be agreed with the customer; moreover, they must be understood as identifying as the terms of delivery.
1. In the event of partial or total recall of a potentially defective lot, the costs related to the traceability of the product that remain the responsibility of the buyer are excluded from the reimbursement of costs.
1. If the validity of the customer's complaint is recognized, the Seller is entitled to repair or replace the defective parts.
1. The interventions for the replacement under warranty will be carried out ex warehouse of the seller and deliveries must be agreed in advance with the same.
1. Substitutions of goods are not allowed unless specifically agreed with the Seller.
- 6.1** Any compensation for any damage to the customer may not exceed the invoice price of the disputed products.
  1. This warranty excludes any other possible liability of the Seller in relation to the products supplied.
- 6.2** In particular, the customer may not make any other claims for damages, price reduction, termination of the contract or suspension of payments..
- 6.3** If payments are suspended, the guarantee will be automatically suspended until the payments are regularized..
  1. Under no circumstances may the Seller be held liable for indirect or consequential damages.

#### **7.0 Disputes:**

1. The place of jurisdiction for any dispute is the specific one in Milan.

"Pursuant to articles 1341, 1342 et seq. of the Civil Code, the following clauses are specifically approved:  
Deliveries 2.3 Shipping and return 3.1 – 3.4 – Terms of payment 5.2 – Guarantees 6.2 –  
Disputes 7.1"