

CONDIZIONI GENERALI DI VENDITA

1. Validity of the general terms of sale

All sales are understood in accordance with the seller's general conditions and every order sent implies the acceptance of these by the purchaser.

Any exceptions to the general conditions of sale must be expressly approved by the seller in writing.

2. Orders and confirmations of orders

Orders forwarded to the seller are valid as contractual proposals and may not be revoked after a period of 30 days.

The contract of sale shall be complete only when the seller sends his confirmation of order, or with a seller's pro forma invoice indicating the price and quantity of the products, or with the actual delivery of the supplies.

In the case of revocation of an order, or a change to or even partial cancellation of the same by the proponent, within the term of 30 days indicated, the proponent shall pay a penalty equivalent to 20% of the total value of the goods in the cancelled order, save additional compensation for further damages.

3. Subject of the supply

The supply comprises only those goods and services specified in the order and as may be confirmed in the confirmation of order; any additional performance shall be accounted for separately.

4. Prices

The selling prices are those indicated in the order form or, if this does not indicate price, those in the seller's national price list.

5. Delivery and carriage

The delivery terms are understood as approximate for the seller and are never essential.

The purchaser acknowledges that any delay in delivery of the goods with respect to the date indicated, even though approximate, may not give rise to a claim for compensation for damages. Delivery is in any case subject to punctual payment of agreed sums that have already fallen due. The carriage of the goods shall be carried out in accordance with the order form and, if this does not indicate this term, delivery shall be understood as ex seller's works.

6. Payment

Payments shall be made in accordance with the indications in the order and, if it is agreed that payment is to be made on delivery of the goods, only and exclusively to the seller's expressly authorised representatives, unless the contract or the confirmation of order expressly indicate some other method of payment.

The purchaser assumes the risks relating to the things sold from the time of delivery, while the property in the things sold shall only pass to the purchaser at the time of full settlement of the price. In any case, in case of even only partial failure to effect payment by the agreed due dates, and as a result only of the failed payment itself without the need for any formal placing in default:

a. delay interest shall run in the seller's favour from the due date to the date of actual settlement, the interest, being at the rate established by the combined provisions of articles 4 and 5 of D.Lgs n. 231/2002 aimed at combating payment delays in trade transactions. Said rate is equivalent to the principal refinancing instrument of the European Central Bank, applied to its most recent principal refinancing transaction made the first calendar day of the half-year period in question, plus nine percentage points.

b. the seller may immediately stop any further deliveries, even if they relate to other contracts;

c. the purchaser must regard his term of payment as elapsed, with the resulting seller's right to immediately claim payment for the whole sum owed for all supplies made and not yet settled and/or the right to require the immediate return of goods delivered and not paid for, with holding any partial payments by way of indemnity.

7. Complaints

The purchaser shall check that the products delivered correspond with those ordered and check that they meet the contractually agreed characteristics, reporting any missing goods or defects by means of fax, with a copy enclosed of the delivery note of the goods signed by the carrier, at the seller premises within 30 days of receipt of the goods, after which time such rights elapse.

The Seller's liability for any defects or failures of quality shall in any case be limited to his obligation to replace the such actually defective or not contractually conform products within a reasonable term, with the express exclusion of any requirement to pay compensation for any further damages.

The firm does not admit any series complaints after 15 days from the receiving of the goods.

8. Returned goods

The seller shall not accept, on any grounds or by any title, returns of its own products. The only returned goods that may be accepted shall be defective goods, provided that the complaint arrives within the terms and by the means indicated in clause 7 of the general terms of sale.

9. Competent court

In the case of any dispute arising between the parties in relation to the contract, its interpretation, performance or termination, shall be exclusively the competence of the court of Verona, with express exclusion of any other court that may be competent. The applicable law shall be the Italian law.