

Terms and Conditions of Sale

Sales terms and conditions are regulated by the following articles; any exceptions, even partial, must be agreed in writing or the contract shall be ineffective.

- 1)** The Client must carefully read the sales terms below and through the link provided within the proposal. In the event of order completion, the conditions of sale regulated in the following articles are considered to be accepted in full.
- 2)** The risk of damage of the goods, even in the case of "CIF" sales, lies with the buyer.
- 3)** In the case of "CIF" or "C&F" sales, the seller will have the right to choose the courier.
- 4)** Delivery dates indicated in the purchase order, are subject to a 18 days delay tolerance.
- 5)** Complaints for faults / defects must be sent in writing, under penalty of forfeiture, not later than 15 days from receipt of the goods.
- 6)** Complaints for hidden faults / defects must be submitted in writing, under penalty of forfeiture, not later than 8 days from the time they were detected, and not later than one year from the date of delivery. The possible compensation will in any case be limited to the value of the goods.
- 7)** Claims are not allowed for altered goods, processed, or otherwise used by the buyer.
- 8)** The seller has the right to have the goods inspected within 8 days of receiving the complaints and to make the necessary changes "on site", wherever this is possible, or to replace them, if defective, within 6 weeks of the inspection.
- 9)** The return of goods is only permitted with the prior consent of the seller.
- 10)** The Goods, even if processed, manufactured or otherwise used, shall remain the property of the Seller until payment in full is made.
- 11)** Only payments for the Goods made directly to the Seller or its representatives, duly authorized in writing, shall be effective in releasing the Buyer.
- 12)** In the event of late payment of the Goods by the Buyer with respect to the terms agreed, late payment interest shall be charged on the amount due at the current rate of interest in Italy increased by 1%.
- 13)** The Force Majeure Clause of the International Chamber of Commerce (ICC Publication No. 421), to which reference is made in its entirety, is applied to the contracts concluded and shall form an integral part thereof.
- 14)** Should events unforeseen by the parties (e.g., war, epidemics, increase in cost of raw materials and energy, etc.) change the balance of the contracts concluded so as to place an undue burden on one of the parties in the performance of its contractual obligations, such party may request a revision of the contract within a reasonable period from the time it became aware of the event and its impact on the economics of the contract, and shall indicate to the other party the reasons for it. The parties will consult in order to come to a revision of the contract on an equitable basis so as to avoid undue prejudice to either party. If the other party expressly refuses to renegotiate, the contract will be automatically terminated, except for compensation for damages. If the parties fail to reach an agreement within 30 days following the request for revision, either party may bring the matter before the competent court, as identified in these Conditions, for it to decide to modify the contract according to the conditions deemed to be balanced, including on an equitable basis, or to declare it terminated with the adoption of any consequent and appropriate measures.
- 15)** Unless otherwise provided for by international treaties or conventions that may be applicable to the case in question, the competent jurisdiction to hear and decide on any disputes arising from the contracts concluded is the Italian one, with preference given to the Court of Prato, without prejudice to the application of the mandatory procedural rules provided for by Italian law.
- 16)** Except for the application of the Force Majeure and Hardship Clause provided in these Conditions, which is an international provision, Italian law applies to the contracts concluded.