

GENERAL CONDITIONS OF SALES and DELIVERY

I. Application, Offers

These General Conditions of Sale and Delivery (Conditions) shall apply to all present and future contracts with commercial buyers, with public legal entities as well as public trusts, in regard to production, deliveries and other services.

Our offers indicate validity period; verbal agreements, promises, assurances and guaranties made or given by our sales staff shall not be binding unless confirmed by us in writing.

Any trade terms shall, in cases of doubt, be interpreted according to the Incoterms as amended from time to time.

II. Prices

Unless otherwise agreed to, only prices and terms shall apply as contained in our order confirmation effective at the time when the contract is concluded.

III. Payment and Set-Off

Unless otherwise agreed or stated in our invoices, payment shall be made without cash discounts immediately so that we can dispose of the sum on the due date. Any payment transfer costs shall be borne by the Buyer.

IV. Delivery Times

Any confirmation as to delivery times shall only be approximate. Delivery times shall commence with the date of Supplier's order confirmation and are subject to the timely clarification of any details of the order, as well as of the fulfillment of any of the Buyer's obligations, e.g. to produce official certifications, to provide letters of credit and payment guarantees or to pay agreed installments.

V. Retention of Title

All goods delivered to the Buyer shall remain Supplier's property (Reserved Property) until any account balances have been settled. As soon as the Buyer has settled his accounts with us in full, he shall obtain title to those goods which were delivered to him before such payment was effected.

Should the Buyer default in payment or should he fail to honor a contract, or should he generally not paying its debts as they mature, the Seller may, in addition to any other rights, be entitled to:

- a) cease or suspend its performance, in particular withhold delivery or stop the material in transit until the buyer has paid in full all amounts due (whether this right would otherwise exist by law or not);
- b) consider immediately due and owing, without demand or notice of any kind, the entire outstanding balance due from the Buyer for the material already delivered;
- c) take back the Reserved Property, and to enter, for this purpose, the Buyer's premises and to sell the Reserved Property, in full or partly, by crediting the proceeds to the purchase price.

VI. Grades, Sizes and Weight

Grades, sizes and classification of the goods shall be determined in accordance with the agreed standards or, in absence of such an agreement, with the EN-standards effective at the time of the conclusion of the contract. For anything not clearly mentioned, please check “Catalogo standard di forniture” on our website.

VII. Warranty Provisions

The Buyer shall immediately notify us in writing of any defects of the goods. Defects which, even upon careful inspection, cannot be discovered, must be notified to us in writing immediately upon their discovery. If the Buyer fails to immediately give to us the opportunity to inspect the defect, especially if he fails - upon our request - to immediately make the goods or samples hereof available to us, he will lose all of his warranty rights. Goods classified as “over-rolling” and/or “second choice” are not subject to any warranty.

VIII. Applicable Version

In cases of doubt, the English version of these General Conditions of Sale and Delivery shall be applied.