

Sales terms

1 Sales terms and/or direct orders only bind the supplier if they are accepted in writing or if delivery of the goods takes place.

2 For the supplier delivery terms are merely a guideline and not binding. No direct or indirect damage can be claimed for delay of failure to deliver.

3 Goods are delivered ex-works and always travel at the risk and peril of the purchaser, even if they are sold "D.D.P.". Any claims on the quality and/or quantity of the goods delivered must be made by registered letter within eight days from time of delivery. No returns of goods will be accepted unless they have previously been authorized in writing by the supplier.

4 Advance will not bear interest, consequently they will be returned without addition of interest in the case where the seller does not intend accepting the Customer's order. Advance payments will be with-held by seller, without prejudicing any others of his rights or extra charges, as compensation should the order be revoked by the Customer.

5 Payments cannot be suspended even in case of claims made within due time periods. Delay of payment, of even a single instalment, entitles the supplier to demand full payment, applying the penalty interest at existing bank rates as well as immediate cancellation of all contracts underway with the purchaser. Current bank interest rates shall be applied on delayed payments for which the seller is authorized to issue sight drafts with expences. Goods delivered remain the property of the supplier until full payment by purchaser has been effected, and the supplier shall be entitled to withdraw the goods when the balance of payments is not performed. Revenue stamp and draft collection expenses shall be charged to the Customer.

6 Compliance of product with sample, both for the first and for subsequent deliveries, shall not be understood to be compulsory since tolerances can exist for colours, materials and dimensions. Brochures are merely for guidance.

7 Guarantee coverage is limited to products manufactured entirely by the supplier, who declines any liability in the other cases, such as: poor or wrong installation and operation of electric and plumbing system. The seller shall be relieved from responsibility for any accidents causing harm to persons or objects which could result from or during use of the materials sold or caused by or in function of them including during assembly.

8 The supplier reserves the right to change prices, general sales terms and products at any time and according to his own unquestionable judgement, without being required to give advance notice.

9 The supplier declines all responsibilities for any printing errors or wrong indications regarding non-substantial characteristics of the product.

10 The parties elect the Court of Reggio Emilia as having full jurisdiction to all legal purposes over any disputes arising between the parties.