

GENERALITY

All the deliveries and services are subject closely to these General Conditions of Sale. Any different agreement, or any integration, will be null and ineffective, unless approved in writing by the Vendor.

Art. 1 – QUOTATION and ORDER

The sale is perfected and binding for the Vendor once the confirmation of order is transmitted to the Customer.

Every and any modification, also partial, of the offer made by the Customer will have to be renegotiated.

Conditions and prices indicated by the Vendor in the quotation are not therefore definitive and will be binding for the Vendor only in the terms of validity of the offer and as regards the products and the goods quoted.

In no case the Customer will be able to have at disposal or to disclose the technical solutions elaborated from the Vendor even in phase of offer, without having explicitly acquired their property, or their legitimate availability.

Art. 2 – PRICES

Prices are net, in cash.

Expenses relating to supplies and/or accessory services are not included in the selling price, when not expressly indicated in the quotation.

Even once the agreement is being perfected, prices could be subject to review on the base of variations of the cost of materials, energy, salaries and expenses connected to the order, taken place between the date of the contract and the date of the contractual delivery, without involving any responsibility for the Vendor or right of recess for the Customer.

Art. 3 – DELIVERY TERMS

The presumable delivery terms take effect from the date of acceptance of the order by the Vendor and, however, from the date in which all documents, materials and details of execution have been supplied by the Customer, who has the duty of fulfilling all other preliminary conditions.

In any case the terms that may be indicated in the offer or in the order confirmation must be considered merely indicative and presumable, not binding for the Vendor. The non-respect of such terms does not imply for the Vendor any responsibility or obligation towards the Customer.

The contractual terms are extended upon request of the Vendor for whichever cause independent from his will that makes him unable to respect his own engagements. The delivery is subject to the undisturbed production at the planned rate and the regular supply of the required raw materials. Any major disturbance of operations and cases of force majeure, including strike, will authorize the Vendor to suspend delivery and/or terminate his delivery obligation.

Art. 4 – PAYMENT CONDITIONS

Unless differently agreed, payments are net, without reduction in price, to be settled in cash and at sight of invoice.

Every delay in the payments, like any decrease of the Customer's solvency and, in particular, a protest or a real guarantee right on the assets of the Customer, gives the Vendor the right, with any need to sue, on his choice of:

- either the forfeiture from the benefit of the granted term and consequently the immediate recoverability of the sums still due to whatever title, and the suspension of any further delivery as well;

- or the resolution of all contracts in course with the right of retention of received accounts, equipments and materials owned by the Vendor until the definition of an eventual compensation.

The Customer cannot defer the agreed date of due payment, if the reception or the shipment of the supplies put to its disposition by the Vendor endures delays or cannot be carried out for whatever cause which is independent from the will of the same Vendor.

Art. 5 – TAXES

Taxes, or any other burden, included the Value Added Tax, (VAT), will be to the Customer's charge and will be documented, if applicable, in the relative invoices.

Art. 6 – PRODUCTS, MOULDS, DIES, REACTORS and EQUIPMENT

The sale of products and materials does not imply the transfer to the Customer of the Vendor's rights of property of the technical fabrication solutions studied for the manufacturing of the products and the materials themselves.

Should the manufacturing or utilisation of moulds, dies, reactors and equipment be necessary for the production of the materials or products commissioned by the Customer, a contribution to the cost of their manufacturing, substitution and repair, can be required to the Customer, without granting the Customer any propriety or utilisation right on these goods. Such contribution will be considered as an additional cost to the price offered for the supply of products.

If the Customer supplies the raw materials to be transformed by the Vendor, these will be delivered free of charge, delivery duty paid and in a sufficient amount to take account of normal risks of fabrication.

The Vendor is not responsible for any possible defect relating to the raw materials supplied by the Customer.

Art. 7 – RIGHTS OF INTELLECTUAL AND INDUSTRIAL PROPERTY

The Customer expressly recognizes that the Know-How of the Vendor, relating to the technologies of fabrication of the supplied products, constitutes object of intellectual and industrial property of the Vendor; consequently the Customer undertakes not to claim any property right on such Know-How.

The supply contract does not imply any sole agency obligation for the Vendor, who maintains the full right to the commercialisation of the products.

The Customer guarantees the Vendor from whichever consequence of actions that a third part could bring against him, because of the execution of an order of products, moulds or dies protected from rights of industrial or intellectual property such as licences, trademarks, copyrights, patents or any other industrial rights of third parties.

The Customer will not be able in any case, without the Vendor's prior written consent, to make use of the Vendor's marks and trademarks.

Art. 8 – LIMITATIONS OF RESPONSIBILITY

The technical data indicated on technical sheets, commercial depliants and analysis certificates, or the data agreed according to the Customer's requirements in the quotation, are meant as typical average values. Such data, as the characteristics and the properties of each single product do not imply any guarantee or legal binding assurance. The Vendor recommends the user to evaluate the suitability of his products for the Customer's own specific employment or scope of use. For mass-production orders, the Customer must ask the Vendor for the fabrication of samples. Once the Customer will have carried out necessary checks and tests, he will communicate his acceptance to the Vendor, with letter or any other written document, within fifteen days from the date in which the samples are delivered.

Art. 9 – APPLICABLE LAW

The present contract and the relationships between the parts are regulated by the Italian law in force.

Art. 10 – COMPETENT COURT

The parts will try to settle friendly any dispute regarding the interpretation and the execution of the present General Conditions of Sale and of existing contracts.

If this is not possible and without a different agreement, the Court of Treviso, in whose district the Vendor has its own registered office, is the only and exclusively competent court for any dispute on supply contracts, whatever are the terms of sale and the stipulated payment modalities; this is also valid in case of call in guarantee or plurality of summoned persons.

Stamp and signature
(for acceptance of the General Conditions of Sale)

Also according to articles 1341 and 1342 of the civil code, the General Conditions of Sale are meant to be expressly accepted, upon reading and discussion, as regards the above indicated articles: 1. Quotation and order, 2. Prices, 3. Delivery terms, 6. Products, moulds, dies, reactors and equipments, 7. Right of intellectual and industrial property, 8. Limitations of responsibility, 9. Applicable law, 10. Competent court.

Stamp and signature