CONDIZIONI GENERALI DI VENDITA
GENERAL SALES CONDITIONS
Rev.01 del 14.10.2024

1. CONTRACT PROVISIONS

1.1. These General Conditions, unless a derogation is specifically agreed in writing, govern all present and future contracts of sale between the parties. Any General Conditions of the Purchaser will not apply if not explicitly accepted in writing; in this case, anyway, unless a written derogation is provided, they will not exclude the applicability of the General Conditions herein, with which they will have to be in agreement. The term Products refers to the goods which are the subject of every single contract of sale which is governed by the General Conditions herein (hereinafter referred to as "the Contract").
1.2. The acceptance of a contract on behalf of the Purchaser, however it is realized, implies his acceptance of the General Conditions thereafter. In case the Seller has issued, even after the conclusion of the contract, a confirmation of order or a confirmation of sale, any additional or modifying terms of the Contract contained in the confirmation of order or sale will apply, unless the purchaser quickly objects to them in writing.
1.3. Except what stated under art. 1.2 above, any modification of the terms of the Contract shall be agreed in writing.

2. CONTRACT PROVISIONS

2.1. Any information or data on technical features and/or specifications of the Products and their use, such as weights, sizes, etc. and any other data appearing on catalogues, brochures, circulars, advertisements, pictures, price lists, or any other illustrative literature of the Seller, will be binding only insofar as they are expressly mentioned on the Seller's offer or written acceptance.
2.2. Any quality differences within the margins of tolerance, which are usual in the field and /or normally allowed in the relations between the parties, shall be considered as being in compliance with the Contract. As far as quantity is concerned, it is accepted, unless otherwise agreed, a tolerance of more or less 10% in respect of the quantity ordered. For Products invoiced by weight it is accepted a tolerance of 3 ‰ (zero point three percent) more or less in respect of the weight dispatched.
2.3. The Seller guarantees the compliance of the Products and the allowances according to rates DIN 2394 - EN 10305-03.
2.4. The Seller provides no guarantee at all, unless specifically agreed in writing, on the features or specifications of articles manufactured through the processing of the Products.
2.5. The Seller supplies the Products in standard packaging. Any special packaging must be expressly requested by the Purchaser on sending the order and will be invoiced at cost price.

3. DELIVERY TIMES

3.1. Any delivery times agreed by the parties are given purely as an indication so that they are not binding for the Seller. Anyway, in case of a delay of more than 90 days and due to the Seller, the Purchaser can rescind the contract concerning the products whose delivery is delayed, by means of a 20 days' notice to be disclosed in writing (even by fax) to the Seller.
3.2. Any delay due to circumstances beyond one's reasonable control (as defined under art. 8) or to acts or omissions of the Purchaser (e.g. non-communication or delay in communicating the data necessary to order processing) cannot be considered as due to the Seller.
3.3. Except the cases of malice or gross negligence of the Seller, any compensation for damage for non-delivery or delayed delivery of the Products is expressly excluded.
3.4. In case an order is cancelled by the Purchaser, the Seller will be entitled to a compensation for damage arising from it. In this case the Purchaser will pay the agreed price on the agreed date to the Seller and this sum, after having deducted the damage incurred by the Seller, will be withheld by the Seller as an advance on subsequent orders of the Purchaser.

4. DELIVERY TERMS AND SHIPPING – RESERVATION OF TITLE

4.1. Unless otherwise agreed, Products are supplied ex-works, even in case it is agreed that the shipment or a part of it is seen to by the Seller.
4.2. Risks are transferred to the Purchaser when products are handed to the first carrier, at the Seller's premises.
4.3. Any complaints concerning the conditions of packaging, quantities or external features of the Products (obvious defects), shall be notified to the Seller by means of a registered letter with return receipt, within eight days from the date of receipt of the Products, or otherwise the right will be lost. Any complaints concerning defects which are not detectable by an accurate check upon receipt (latent defects) shall be notified to the Seller by registered letter with return receipt, within eight days from the date of detection of the defect or, in any case, not later than 90 days from delivery, or otherwise right will be lost. The complaint shall precisely mention the defect detected and the Products it concerns.
4.4. It is assumed that any complaints will not entitle the Purchaser either to return the Products without prior authorization of the Seller, or to stop or delay the payments of the Products which are the subject of complaint or, still less, of other supplies.
4.5. The Products remain the Supplier's property until complete payment of the price.

5. PRICES

5.1. The price of the Products will be the Seller's price in force at the moment of the delivery of the Products. Unless otherwise agreed, prices are ex-works, standard packaging included. Unless otherwise agreed in writing, the price does not include any special packaging requested by the Purchaser, or insurance, transport or any other incidental service or cost.
5.2. Prices do not include VAT, taxes or charges, or fiscal fees and charges of any kind that could be relevant to the Contract.

6. PAYMENT TERMS

6.1. Payment shall be effected within the agreed time and in the agreed currency. In the event that a payment is delayed in respect of the agreed time, the Purchaser shall pay the Seller, without any need for a claim for arrears, interests on arrears which amount 8%, as of the day on which the payment had to be effected. Any delay in payment of more than 15 days shall entitle the Seller to rescind the Contract, with the right to claim the return of the Products supplied for the Purchaser's account and at the Purchaser's expense and with the right to claim damages.
6.2. The Purchaser is not entitled to effect any deduction on agreed prices without prior written agreement with the Seller.
6.3. In the event that the Seller has reasons for fearing that the Purchaser will not be in a position to or will not be intending to pay the Products on the agreed date, he will be able to deliver the products on condition that adequate payment warranties are supplied (e.g. fidejussion or bank warranty). Moreover, in case of delayed payments, the Seller shall be entitled to unilaterally modify the terms of any other supplies and /or to stop the execution until adequate payment warranties are obtained.

7. WARRANTY ON DEFECTS

7.1. The Seller undertakes to remedy any defect or lack of quality of the Products which should be due to him, when occurring within 30 days from the date of delivery of the Products, provided he has been notified this defect or lack of quality in good time according to art. 4.3; he will replace or repair (at his election) the defective Products according to the ways hereinafter. In the event that defective Products are detected, the Purchaser shall put the suspect material apart and stop its use immediately, asking the Seller to verify the alleged defects, otherwise the right to assert the defect will be lost. If the existence of defects is established, as well as the fact that they are due to the Seller, the latter will provide, as soon as possible, for defective Products to be replaced or repaired. The Seller shall accept no complaint for Products which should not be stocked in convenient place and conditions, or in packaging other than the original one. Transport charges of Products to be replaced and Products replaced are for the Seller's account. The acceptability limit for hidden defects is a maximum of 3% per delivery.
7.2. The Seller guarantees the compliance of the Products with particular technical specifications or features or their suitability for particular uses only insofar as such features are expressly agreed on the Contract or on documents mentioned for this purpose on the Contract.
7.3. Except the cases of malice or gross negligence, the Seller, in the event of defects or lack of quality of the Products, shall only be liable for repair or supply of Products replacing the defective ones. It is assumed that such warranty (consisting in the obligation of repairing or replacing the Products) includes and replaces any warranties provided by the law and excludes any other liability of the Seller (either contractual or non-contractual) that should arise from the Products supplied (e.g. damages, lost revenue, etc.).

8. FORCE MAJEURE

8.1. Any of the parties will be able to stop the execution of his contract obligations in case this execution becomes impossible or unreasonably onerous because of an impediment not depending on their will, such as, for example: strike, boycott, lock-out, fire, earthquake, flood, war (declared or not), civil war, uprising and revolution, requisition, embargo, power cut, delay in delivering components or raw materials. Any circumstances of the kind mentioned above, occurring before the conclusion of the Contract, shall give the right to the suspension above mentioned only if the consequences on the execution of the Contract could not have been foreseen at the moment of its conclusion.
8.2. The party willing to make use of the clause hereof shall notify the other party immediately in writing whenever circumstances beyond his reasonable control occur and cease.
8.3. In the event that the suspension due to circumstances beyond one's reasonable control lasts more than 120 days, any party shall be entitled to rescind the Contract herein, by means of a 30 days' notice to be sent in writing to the other party.

9. PLACE OF JURISDICTION

9.1. Any dispute arising from the Contract or connected to it will be under the jurisdiction of the court of Mantua; anyway, making an exception to the above stated, the Seller will always have the right to accept the Purchaser's court.

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