

GENERAL CONDITIONS OF SALE

- 1) Offers are not binding on the Seller and orders are understood to be accepted only after written confirmation. In the case of variations of any kind in the characteristics, quality, quantity, measurements and conditions of the order with respect to the offer, the Seller may request a price adjustment or decline the order.
- 2) At any time, deliveries can be cancelled, suspended or interrupted by the Seller, without any obligation to pay damages, if, at its sole discretion, the commercial, economic and financial references of the Customer do not offer a suitable guarantee of a successful conclusion, even if received after commencement of supply.
- 3) The place of delivery of the goods is always considered to be the Seller's premises even if transport and installation costs are borne by the Seller. The goods always travel at the risk of the Customer.
- 4) The terms of delivery are always approximate and never absolute and unconditional, even if agreed as such, and correspond to working days. These begin from the day on which the Seller has received all the information necessary for the processing of the material. Any delays cannot, in any case, give rise to claims for damages, nor to cancellation or reduction of the order or refusal of goods. Additional orders or completion of the main supply, due to their fragmented nature, will be accepted by the Seller with a price increase, which will be communicated from time to time and for delivery as soon as possible, consistent with its business commitments. Unforeseen circumstances such as strikes, loss of electricity, floods, fires, transport difficulties, machine breakdowns, difficulty in supplying raw materials etc. constitute cases of force majeure that exonerate the Seller from all responsibility.
- 5) The Seller declines any and all responsibility for the technical requirements, duration and operation of any comfort moorings developed on the basis of the Customer's construction drawings.
- 6) In the event of any increase in the costs of raw materials and labour during the period between order and delivery, the Seller is authorised to revise the prices according to such variations.
- 7) If included, installation assistance must be continuous, and the costs related to any interruptions will be borne by the Customer, who will also bear the following expenses: masonry, electricity, and anything not strictly connected to the assembly of the comfort moorings. Upon completion of the works related to the installation assistance, the Client is obliged to issue a declaration of completion of works and issue its approval. If such a declaration is not issued, the supply will be considered unconditionally accepted. The Seller will not be required to perform overhaul and maintenance works after 6 (six) months from the completion of the installation assistance.
- 8) To be valid, any claims must be made via registered letter sent directly to the Seller's office no later than eight days from the arrival of the goods, even if the material is sold installed. Once the material has been received and unloaded at the Customer's work site, it is considered to be accepted by and satisfactory to the Customer itself with the signature of the delivery note, and from that point the Seller will be exonerated from any and all responsibility for the suitability of the conservation of the material delivered. Therefore, any subsequent deformation of the material for any reason can never be attributed to the fault or negligence of the Seller, which, with the issue of the delivery note, must also be considered relieved of all responsibilities pertaining to the number of comfort moorings delivered for use as accessories;
- 9) Payments will only be valid if made directly to the Seller's office, and any delays will be subject to late-payment interest. Payments can never be suspended or delayed, even partially, for any reason, authority or complaint. Upon expiry of the payment terms established in the order, the Seller is authorised to issue a sight draft without further notice. For payments by way of sight draft, the stamp duty will be charged to the Customer.
- 10) The ownership of the goods is maintained by the Seller, with the Buyer expressly forbidden to transfer ownership, or incorporate it into property until full payment of the invoice, even if paid with bills of exchange, until they are actually paid. The material sold cannot become property by use or property by appurtenance before payment.
- 11) Failure to pay even one instalment will result in the immediate termination of the contract, with the parties hereby agreeing to an express termination clause. The payments made will be for the benefit of the Seller as compensation, with no prejudice to greater damages and without the possibility of reduction by the court.
- 12) VAT, any registry tax and any other tax, as well any other fiscal fee that affects the price, will be fully borne by the Customer. If it enjoys any exemptions or tax breaks, it must inform the Seller in writing of such when ordering, with reference to the specific tax provision. The Seller does not assume any responsibility in relation to the precise application of tax regulations; therefore, any penalties, surcharges, fines or supplemental taxes deriving from the improper application of the law requested by the Customer are the responsibility of the Customer.
- 13) For any dispute, the Court of Bolzano (Italy) will have exclusive jurisdiction, even if the payment is agreed by means of sight draft or bill of exchange domiciled with the debtor, and Italian law will apply.

Date _____

Signature _____

For express approval of articles 2, 3, 4, 10, 11, 12, 13 and for the effectiveness as per art. 1341 of the Italian Civil Code.

Date _____

Signature _____