

GENERAL CONDITIONS OF SALE

1. Delivery dates shall be subject to a margin in favour of the Seller of not less than 20 days. In the case of force majeure, strikes, including local strikes, interruption of production for any reason whatsoever and in any other event, whether occurring before or after the date of this order, which may impede or render more onerous its total or partial execution, the Seller shall be entitled at his own option, either to postpone delivery until any such impediment of difficulty no longer exists or to consider himself relieved from the duty of fulfilling the undelivered part of the order, without incurring liability.
The Seller may also consider himself exempted from execution of the order notwithstanding the fact that he may have previously elected to defer deliveries.
2. The Seller shall be entitled to a delivery tolerance of plus or minus 5% of the quantities contracted.
3. For all purpose the weight or linear measurement shall be those indicated by the factory and stated at the time of the dispatch.
The dispatch or delivery notes shall in any case constitute the only proof of weight or of the measurement. The Seller shall be entitled to a tolerance of 5% on the tare of packing materials in general.
4. For all purposes the goods shall be deemed to be always delivered Ex Works (The Seller's premises) even though the cost of transport may be born by the Seller, so that loss or deterioration of the goods after time of consignment does not free the buyer from the obligation to pay the purchase price. The goods, even though covered by insurance, shall be transported at the Buyer's risk, even if sold Free Destination, C.I.F, F.O.B. or on any other such terms. Any claims or actions against carriers and insurance companies are the concern of the Buyer. Non-observance on the part of the Buyer of the obligation to accept delivery of goods on the agreed terms shall amount to a fundamental breach of the contract and shall entitle the Seller to terminate the contract. Commercial terms such as C.I.F., F.O.B., F.A.S., etc. will be interpreted according o the incoterms published from time to time by the International Chamber of Commerce.
5. The Buyer will be responsible for the observance of all laws and regulations operative in his own country with regard to the utilization of the product(s) supplied by the Seller.
6. All present and future taxes and duties on production, consumption or sale shall be charged to the Buyer. Any increases in freight costs will be charged to the Buyer and will be applied to the complete order or to that part as yet not shipped at the time of application of the increase.
7. The Buyer shall examine the goods within 60 days of delivery. Any claim shall be notified in writing (registered letter, cable or fax) to the Seller within 8 days of the date of inspection, making precise reference to the lot to which the claim relates and the grounds for the said claim.
Non-compliance with the aforesaid time-limits and procedures shall imply the unconditional acceptance of the goods and the loss of any right to claim, including any indemnity claimed in respect of Third Parties.
The Buyer shall not be relieved of the liability to pay the price within the agreed period by virtue of his having raised a claim against the Seller.
The Buyer shall allow the Seller to inspect a fair sample. The liability of the Seller shall be limited to the goods as delivered to the forwarding agent.
Where goods are claimed to be defective, the buyer shall commence or continue to process the said goods entirely at his own risk and any liability on the part of the Seller shall be limited to the price of the goods. The Seller shall be entitled to either substitute the defective goods or take them back, refunding the price, but without being in any way liable in damages or entitling the Buyer to terminate the contract. The Buyer shall not be entitled to terminate the contract on account of claims arising out of single lots.
8. Non-payment on the agreed date shall amount to a fundamental breach and automatically entitle the Seller to terminate the contract.
9. In the case of sales to be made in several deliveries or of more than one sale contract with the same Buyer, the non payment of any one invoice shall be considered a fundamental breach entitling the Seller to suspend any further delivery or to treat the contact as ipso facto terminated by reason of the Buyer's default without prejudice to all rights to damages.
10. The Seller's product(s) is/are guaranteed to be manufactured in accordance with the technical specification/s agreed to in writing between the Seller and the Buyer.
The Seller does not indemnify the Buyer against the consequences of inappropriate utilization of the product or products supplied either in single composition or together with other products.
In no case will the Seller be liable for damages, whether incidental, special or consequential that may arise from or in connection with the present contract sale.
11. Any dispute arising from this contract shall be subject to the exclusive jurisdiction of the Italian Courts, the competent Court being that of Milan but without prejudice to the Seller's right to bring proceedings to recover its credits at the Buyer's place of residence or domicile.