

GENERAL CONDITIONS OF SALE

INTRODUCTION

1. - The present general conditions of sale are considered as known to all buyers.
2. - Except expressly stated otherwise, our sales are effected under the following general conditions, that exclude any other clause that might be typewritten or hand-written on requests for quotation, orders or correspondence from the buyer
3. - Each order transmission implies that the buyer accepts unreservedly the following general conditions

OFFERS

1. - Offers are always to be considered as not binding, except expressly stated otherwise, and subject to the present general conditions.
2. - Offers stating validity are to be considered as binding in case the buyer give his acceptance within the stated term.
3. - When the offered material is available from stock, this is always to be considered "subject unsold".

ORDERS

1. - The buyer, by sending the order, is bound to prices and conditions of our pricelist in force at the date of our confirmation, except for variations of the above mentioned pricelist. In that case, our ruling prices and conditions at the date of the delivery <will be taken into account, except expressly stated otherwise.
2. - Orders have to be defined in each single part and filled in with all necessary technical and financial information, included possible tax reliefs.

ORDER CONFIRMATIONS

1. - Delivery includes only materials and services specified in our order confirmations and in any other possible modifications.
2. - The contract is to be considered as concluded with the order processing, that comes into force by means of the order confirmation. This might include contractual elements that will prevail on any other different clause stated in the order.
3. - Quantities and nominal sizes contained in any specification shall be regarded as approximate, as the tolerances stated by the reference norms, by our catalogue and by our pricelist will rule.

CONDITIONS OF PAYMENT

1. - In case of delayed payment, the buyer shall pay interest to the seller on such sum from the due date of payment at the annual reference ECB increased of 7%, plus recovery costs and all expenses in case of renewals of extracontractual bills of exchange. The seller reserves the right to claim interest under Dlgs dtd 20th September 2002 on protection of creditors. Moreover the delayed or missed payment of our invoices entitles us, apart from any other action, to claim advanced payment for all pending deliveries or to suspend or cancel the contract in question or any other contracts, and no compensation will be granted to the buyer in this case.

DELIVERY

1. - Except expressly stated otherwise, all our sales are to be intended for materials loaded on conveyance at our depot. Even if the contract foresees a free delivered condition of the goods, materials are shipped under the buyer's risk and responsibility. Except for a partial dispensation in clause 2), in case of deliveries arranged at our charge by conveyance, the buyer has the duty of raise reserves, claims or actions directly towards the carrier, as we do not take any responsibility for what happens after the goods are loaded on the carrier's conveyance at our depot.
2. - In case the delivery is effected at our charge by conveyance, the following is admitted:
 - a -/+ 3‰ tolerance on the delivered weight. In case of any difference in weight within this tolerance, the buyer cannot raise any claim or ask for any change in the total invoiced amount. In case of shipments of this kind, the buyer has the right to claim directly to us possible deficits in weight over the a.m. tolerance (3‰) and/or damages of the goods caused by the transport, as partial exception to what stated in para 1). Expenses for weight check during goods entrance remain at the buyer's charge.

- in order to raise the claim, the customer has to fill in the data on the reverse side of the delivery note, enclose the official bill from a "Veritas" weighbridge or from a public device. Failure to follow this procedure will imply the cancellation of the above mentioned right to claim the weight that has been actually found on receipt of the goods. The document has to be signed by the buyer and by the carrier and delivered to the carrier to be forwarded.

3. - In case of collection at customer's charge, as the loading and weighing are effected under the carrier's direction and control, no claim will be accepted for lacking material or for damages to the goods, to the carrier or to third parties caused by the loading conditions, by a bad loading and by excess or lack of weight.

4. - If the buyer requires weight and tare to be confirmed by the railways or by other third party, costs for this service will be at customer's charge

DELIVERY TERMS

1. - Any delivery date stated in our order confirmations shall be taken as a reasonable approximation and without any guarantee, except for binding obligations agreed at the time of the order for special deliveries.

Even in such cases, we shall not be considered as bound to the stated delivery under conditions of force majeure or other circumstances foreseen by the law. Possible delays shall in no case entitle the buyer to ask for compensation or cancellation of the order, even in part, unless this has been expressly accepted by us at the time of the order.

2. - In any case delivery terms are to be considered as respected with the issue of the shipment notice or with any other announcement to the buyer that the material is ready for collection.

3. - Cases in which we cannot be deemed as responsible for failed or delayed deliveries include lack of base material or electricity, breakdown of machinery, stops to railway service or other transport services, lack of wagons, civil disturbance, prohibition, war, also in countries where our suppliers have their facilities, strikes, lock-out, factory occupation, accident, flood, Act of God etc.

4. - The shipment of the goods is usually arranged by us. At the time of the order, it is possible to agree collection of the material by means of the customer's conveyance.

WARRANTEE

1. - Goods are guaranteed by us to be fully in accordance with the features and conditions stated in our order confirmation. We do take any responsibility if the customer or any third party has effected any machining or operation on the material.

CLAIMS

1. - Possible claims for goods not corresponding to what stated in our order confirmation will be taken into consideration only if customer is giving written notice within eight days after receipt of the material. The maximum term for the claim for hidden faults is 90 days. Later notices will entitle us to refuse the claim and the buyer will lose its right for replacement.

In case the claim is raised on time and is confirmed to be valid by our technicians, we are obliged only to replace goods not corresponding to our confirmation, placed in the original agreed delivery location. The replacement will take place only after return of the claimed goods. The buyer has no right to ask either for cancellation of the order or reduction of the price or compensation for damages or expenses of any kind.

2. - The buyer will lose any right for claim and replacement of the goods in case he will not stop immediately machining and/or use of the claimed material.

3. - The buyer shall not be entitled to withhold payment because of any disputer claim

VAT

Vat is added according to the law in force at the time of invoicing and has to be paid by the buyer

JURISDICTION

Vigevano is the venue expressly accepted by the buyer for any dispute regarding application, interpretation, and execution of the present contract.