



GENERAL CONDITIONS OF SALE

Premise : **Seller is intended to mean Heroflon Srl with Head office in Collebeato (Bs) in Via Alcide De Gasperi nr. 4;**
Purchaser is intended to mean Persons or Companies requiring supplies of goods produced by the Seller

1. ORDERS – VALIDITY –

The seller shall be bound to the order entrusted to him by the purchaser only from the moment when the latter gives written acceptance with contextual approval of the present general sales conditions.

If within 3 days of the forwarding of acceptance of the order, the seller has not received communication to the contrary, the conditions indicated in the document, besides the general conditions enclosed with it, are to be considered as accepted.

The purchaser may not revoke the order unless written agreement with the seller is made.

2. PRICES

Unless otherwise indicated, the price lists are those in force at the time of forwarding and they are net of expenses, duty and tax, for payment in cash and for delivery ex-works and the prices in the price-lists do not include additional costs such as transport, special packaging, etc., which must be added.

3. PAYMENTS

Each payment, whatever form is agreed, must be carried out within the foreseen payment terms.

Delay of payment, even partial, of the invoices gives rise to the annulment of the term of payment and any discount granted and the immediate entry into effect of interest on arrears in favour of the Seller to the amount provided in the Law Decree dated 09/10/2002 Nr. 231 in acknowledgement of European Regulations, with the right of the Seller to issue giving 5 days notice, a draft payable at sight with costs, save in all cases the right of the Seller to annul the fulfilment of other contracts in progress.

4. DELIVERY – TERMS – TRANSPORT –

Unless otherwise agreed between the parties, deliveries will always be “ex-works” within the date indicated in the order acceptance letter.

The terms of delivery or forwarding, however and wherever indicated, must be considered as an approximate estimation and are intended for orders accepted by the customer, through the return within 24 hours of said fully agreed and signed confirmation.

However they cannot in any circumstance, if not fulfilled, give rise either to requests on the part of the purchaser for claims for damages or revocation, even partial, of the contract.

Failure, on the part of the purchaser, to collect the goods ordered after 10 days from receipt of notice that goods are ready, shall give the Seller the right to immediately invoice the agreed price, burdened with all the charges for storing, insurance and custody.

The Seller, under no circumstances may be held responsible for failure, delay or irregular delivery on the part of the company engaged to forward, it being fully and explicitly understood that the goods, even if sold carriage free or delivered at the domicile of the purchaser, always travels at the total risk and danger of the purchaser.

Furthermore all responsibility is declined for delays due to industrial action or strikes.

The Seller cannot be held responsible for any delay in delivery caused (directly or indirectly) by force majeure. The expression force majeure is to be intended as those circumstances complying with Art. 1256 of the Civil Code and sufficient to include any event that limits or prevents normal production or distribution progress.

5. GUARANTEE

The seller guarantees the purchaser that quality complies with its standard specifications for the products subject of the contract of sale.

The guarantee is confined to the replacement free of charge for products found to be unusable due to materials, construction or machining faults or defects, as long as said materials are delivered “ex-works”.

Evident defects in the goods delivered must be notified in writing within 7 days.

Hidden defects must be notified within 60 days.

Besides the abovementioned replacements the Seller has no other obligations and in particular the purchaser has no right to claim cancellation of the sales contract or any claim for damages resulting from use of the product.

The Seller shall not be held responsible for defects deriving from materials supplied by the purchaser for production purposes.

The guarantee does not cover breakdowns or breakage deriving from natural wear, inexperience, negligence or bad use of the goods on the part of the purchaser and ceases should payments not be carried out by the purchaser on the established due-dates.

Unless otherwise specified, the Seller does not guarantee the suitability of the Goods for the use they may be destined, even if said uses are known to the Seller and no guarantee is given by the same with reference to the name or description under which the goods are sold nor, least of all, with reference to any indication supplied by the Seller, including his employees or agents. All the other guarantees or prescriptions regarding the quality or the description of the Goods, are excluded, with the exception of those the law forbids the exclusion

6. INFORMATION AND CHARACTERISTICS.

The description of the products and the technical data of the same indicated in the offers, circular letters, price lists etc. , are approximate indications and therefore not binding for the Seller, who undertakes only the obligations specified in the sales contract.

7. CHANGES TO THE ORDERS

Any changes in the terms of the contract, and in particular as regards to the prices, quality and terms of delivery, must be agreed in writing.

8. THOSE RESPONSIBLE FOR SALES

The Agents, Representatives and those charged with sales negotiations do not have the right to represent the Seller, who only undertakes fulfilments in writing provided by himself and signed by his Legal representative.

9. COMPETENT COURT

For every and any dispute, none excluded, regarding this sales contract, the courts of the legal district of Brescia shall have jurisdiction and shall be considered mandatory also in the cases of payment by bank acceptance or bill of exchange, voucher to warranty or involvement in connected actions.

The purchaser

Expressly approves Art. 1341 C.C. paragraphs 1.3.4.5.7.9.

Conditions must be signed in acceptance.

After 3 days have elapsed from the receipt of the confirmation of the purchase order enclosed herein, the conditions are to be considered as tacitly and fully accepted..

The purchaser