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GENERAL SALES CONDITIONS SCHIAVETTI Lamiere forate

Order confirmation

The order confirmation is based on the following general conditions. The Purchaser must read and send iorder confirmation back after countersigning it for acceptance. Nothing receiving within 24 hours, the order is considered confirmed. In case of discrepancies , the Purchaser must inform the Seller immediately (within 24 hours) from the confirmation receipt via electronic mail or fax. After this deadline, any claim shall be ignored; each order cancellation request shall be examined and accepted only if production has not started or if raw material has not been purchased yet.

After the deadline of 24 hours all the undisputed confirmations shall be considered as approved by tacit consent.

The order confirmation will show: description of the product with reference to material, kind of perforation, dimension, pieces or meters, quantity, price, payment conditions and delivery terms.

The quantity written on the order confirmation and the corresponding value are subject to variations of +/-10% (if not otherwise specified in the confirmation), due to the difference between the theoretical weight (calculable, fixed) of the material and the real weight (non-calculable, changeable) at the end of the production. Schiavetti Lamiere forate S.p.A. is not obliged to inform the Purchaser of possible variations, in case they are within the general limits or differently agreed. The Purchaser shall make his payments considering the amount invoiced (real amount) and not the amount confirmed.

Contracts

All the contracts drawn up through agents or representatives of Schiavetti Lamiere forate S.p.A. are valid only if accepted in writing by Schiavetti Lamiere forate S.p.A. against issue of the order confirmation.

General sales conditions for goods and services listed in the present document are exclusive. Any difference in the Purchaser contract will be accepted only if previously written and undersigned by the Seller.

The Customer must inform the Seller about special requests before accepting the offer, as well as special final use of the products and potential risks.

If during the preparation of the offer and/or the contract Schiavetti Lamiere forate S.p.A. will give drawings or other technical documents to the Purchaser, they will remain of property of Schiavetti Lamiere forate S.p.A., with relative copyright. The Purchaser shall not give them to third parties without Schiavetti Lamiere forate srl written authorization.

Delivery

Delivery time written on the order confirmation are subject to possible variations due both to causes of force majeure (strikes of the staff and/or of the transport, energy restrictions, natural catastrophe, malfunctions of the plants, delay in supplying the raw material), and reasons bound to the variables of the production cycle itself, which cannot be prior quantified. Any delay of Schiavetti Lamiere forate S.p.A. will not give place to compensation for damages or to the termination of the contract. Schiavetti Lamiere forate S.p.A. doesn't accept the recognition of penalties on delays on delivery time.

Order confirmation contains the indication of the week in which the material is shipped, or available for collection in our warehouse. This indication is available for both delivered and ex works goods.

The Purchaser will buy the property of the products only when the relative invoice (issued by Schiavetti Lamiere forate srl) will be completely paid, but accepts the risk that the product can be accidentally damaged from the collection to the final destination of the goods according to the INCOTERM agreeded.

SCHIAVETTI Lamiere forate S.p.A.

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Terms and conditions of return

The supply and transport conditions are based on INCOTERMS ICC 2010 as indicated on each order confirmation.

If not otherwise specified, the place of loading is the Schiavetti Lamiere forate S.p.A. storehouse located in Stazzano (AL) 15060, Italy, Via Fossati 3.

Schiavetti Lamiere forate S.p.A. is not to be held responsible for damages and malfunctions arisen after the delivery of goods to the carrier. The weight valid for the invoicing is always the one detected at the departure. When the material is ready, the Purchaser will be informed and he shall take delivery within maximum 15 days from the notification. After this period Schiavetti Lamiere forate S.p.A. has the right to send the goods with its own carrier and to charge the costs of transport to the Purchaser. In case the Purchaser could not receive the goods at his warehouse, Schiavetti Lamiere forate S.p.A. is allowed to send it to a third warehouse, charging both the transport and stock costs to the Purchaser.

Prices

The prices are generally in euro (€) per unit of measurement agreed after taxes. The transactions with foreign Countries can be confirmed and invoiced in foreign currency. According to the conditions of transport INCOTERMS agreed, the price can include the costs of transport or not.

In case of orders received without prior offer or negotiation, Schiavetti Lamiere forate S.p.A. claims the right to check and eventually update the price and the conditions ordered by the Purchaser.

Offers has a general validity term of 1 (one) week (but the exception of offers where a special raw material needs a different term). After this term, Schiavetti Lamiere forate S.p.A. has the right to change the relative prices. In case the order is accepted after the deadline indicated on the order confirmation and the price should change, Schiavetti Lamiere forate S.p.A. can decide whether to accept the order or not, or can change the price.

Packaging

The costs of packaging, if not invoiced separately as agreed during the offer, are to be considered as included in the sale price. The Purchaser must define what kind of packing is the most suitable for the transportation and ask the Seller for the possible availability. Schiavetti Lamiere forate S.p.A. will pack the goods (without different instructions), according to its experience in order to well preserve the material according to the kind of raw material, dimensions and weight.

Terms of payment

Terms of payment must be agreed between the Seller and the Purchaser.

Schiavetti Lamiere forate S.p.A. can ask persons in charge to investigate the financial situation of potential or actual customers in order to agree the safest and most suitable term of payment. The Purchaser must pay all the invoiced amount, also in case of disputes, when they have been noticed after the issue of the invoice. Claims and disputes will be processed separately and will never stop, delay or change agreed terms of payment.

If the Purchaser must pay in advance, Schiavetti Lamiere forate S.p.A. will ship the goods only after the receiving of the payment.

In case the Purchaser does not or delays the payment (or one rate of it), the contract will be automatically resolved and the Seller will have back the property of the goods to which the contract refers to, keeping the money eventually already paid by the Purchaser as refund, except for compensation for the greater damage suffered.

Property reservation

Goods are of Schiavetti Lamiere forate S.p.A. property as long as the relative invoice has been completely paid and until any claim has been completely resolved. Property reservation is extended to goods already sold to third people by the Purchaser and to prices of such sales.

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Guarantee

Schiavetti Lamiere Forate S.p.A. grants that the supply correspond to the characteristics and conditions indicated in the order confirmation. Schiavetti Lamiere Forate S.p.A. has no responsibility for any use or process the product should be employed by the Purchaser. Schiavetti Lamiere Forate S.p.A. has no responsibility on quality and specific aims the goods are destined to, if not indicated by the Purchaser before sending the order and regularly approved by the Seller.

Claims, Return, Withdrawal

Schiavetti Lamiere forate S.p.A. guarantees that the material corresponds to the features and conditions defined in the order confirmation, without any responsibility concerning the use to which the product is destined to and the further workings.

The Purchaser must check the goods and inform Schiavetti Lamiere forate S.p.A. of any claim within 5 (five) days from the receiving of the goods. In case the Purchaser shall not inform Schiavetti Lamiere forate S.p.A., the products will be considered accepted and compliant to what agreed in the sales contract.

The Purchaser must refuse deliveries from couriers when the packaging looks clearly damaged during transport and must indicate it on the transport document.

Each goods return shall be agreed with Schiavetti Lamiere forate S.p.A., who will consider in short time the reasons and the real needs of a return. Any bill of charges for defect correction on the material will be taken into consideration only if detailed, true and demonstrable.

The Purchaser must send possible claims in writing and complete with photos to Schiavetti Lamiere forate S.p.A. within 30 days from the material receipt, completed with photographic documentation.

In the case of unforeseen events, force majeure and unforeseeable circumstances, Schiavetti Lamiere Forate S.p.A. reserves the right to terminate this agreement and / or suspend the supply in progress, as events or circumstances occur that alter the useful continuation of the state of supply. In any case of withdrawal of Schiavetti Lamiere Forate S.p.A., from the supply relationship, the Purchaser will have no right of indemnity including reimbursements. For what is produced and supplied, the Purchaser will have to pay for the product already prepared and in progress, obtaining the relative delivery.

In the case of materials supplied by the Purchaser or its suppliers for processing purposes, we do not provide any guarantee with regard to workability. These materials are processed and processed by Schiavetti Lamiere Forate S.p.A. correctly, without responding to damages attributable to an insufficient quality of the raw material received, but only within the scope of our rework. The parts are aware that due to the tolerances of the raw material (thickness tolerance, or width), we can only make a theoretical and mathematical calculation from kilograms to meters and pieces. The Purchaser will not derive any rights from the calculations that we will communicate to him

Dispute

All the disputes deriving from this contract or relating to it will be settled by umpirage according to the regulation of the "National and International Arbitration Chamber of Milan, by a sole arbitrator, named according to the regulation above mentioned. The arbitrator will judge according to the Italian Law.

The seat of the arbitration will be Milan. The language of the arbitration is Italian.

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