

GENERAL SALES SPECIFICATIONS

These general conditions of sales regulate all of the Company supplies. Any exceptions must be specified in writing.

1. Arrangements made with the Company's Representative Agents and in general with the staff of FASTENERS PELOSATO SRL Single Member Company, are valid as negotiation only, unless approved by Management.
2. The buyer shall be responsible for paying packaging and shipment expenses. The goods travel on behalf of the buyer which assumes all inherent or consequent risks upon shipment even if the goods are sold free at destination, FOB or CIF -as in this case, said expressions require a fee exclusively with reference to transportation expenses- not implying in any way any inherent or consequent risk on the transportation of the goods towards the seller.
3. Any delays or inability to delivery due to national strikes, strikers by third party companies, non-arrival of raw materials, poor electricity or other force majeure causes, may not be considered as contractual breach and therefore do not authorise the buyer to demand the cancellation of the order and neither the right to claim compensation for damages due to a late or non-delivery of the goods.
4. Complaints are not accepted after 10 days from receipt of the goods (pursuant to article 1495 of the Italian Civil Code). The Company's responsibility is in any case limited to replacing any goods that are recognised as defective, ex-works the Company's facility and no other claims for compensation will be considered in relation to a late or non-delivery.
5. Any requests for quality certificates must be included in the order and agreed with the Company's Sales Manager. The agreed costs will be charged on the invoice.
6. If a sample is required in order to receive the approval for the supply along with certificates, one specific order must be issued which must be agreed with the Company's Sales Manager. The lump-sum cost agreed will be charged by issuing a formal sales invoice.
7. Unless specified otherwise, the prices and amounts shown are for goods delivered free of charge to the Company's facilities of Verona and payment shall be made to the Company's address in Verona or to the Credit Institution provided by us or authorised person.
8. Late payment interests of 5% more than the Official Discount Rate (Legislative Decree 231/02) will be applied to late payments as of the due date until payment in full of the invoices.
9. The sale is binding on both parties. The client may not cancel the order in case of changes in prices due to non-recurring or unforeseen events and therefore changes non attributable to the supplier.
10. Any dispute arising between the parties shall be settled by the Court of Verona.
11. In the event of partial acceptance, applicable laws shall apply.