



## General sales conditions

- **1. ACCEPTANCE:** The Purchaser accepts the following general sales conditions without reserve by means of the mere reference to the order. In case, for any reason, the Purchaser should be allowed to deviate from one or some of these conditions, the other ones would be integrally maintained.
- **2. RETURN:** The goods have to be returned on CPT basis (Incoterms 2020) to our warehouse. The goods returned won't be accepted unless the return has been previously agreed.
- **3. SHIPMENT:** Unless special agreements previously arranged, the shipment is made through the means of transport we consider as most suitable.
- **4. RISK:** The goods travel at the Purchaser's risk whatever the delivery terms agreed are.
- **5. PACKING:** Unless previously agreed or under very special conditions, the choice of the packing to be used is left to our personal discretion.
- **6. DELIVERY TERMS**: The delivery terms, which we will do the utmost to respect, are always approximate and they are subject to the production capabilities. The delivery terms are to be considered as complied once the goods are delivered at the departure station or to the forwarder. We do not assume any responsibility for any possible delay during the transport.
- **7. FORCE MAJEURE:** Under force majeure circumstances (strikes, fires, machine faults, restrictions of electric power consumption, etc.), the delivery terms will be extended for the duration of the impediment. All those stated (or similar) measures that may limit the supply, the use and the availability of the raw materials have to be considered as force majeure circumstances.
- **8. CLAIMS:** Any possible claim about quantity, species and type of the goods has to be communicated within 8 days from the receipt of the goods. Along with the claim and the goods, the test certificate that comes along with the product has to be returned. Any possible claim concerning one single delivery does not exempt the Purchaser from collecting the remaining quantity of the goods within the limits of the order. The management of the claim will have to follow the Claim Procedure described in the Price List.
- **9. PAYMENT:** Payments have to be effected at our premises. We do not recognize any sort of payment or invoice settlement made to people who are not legally authorized. Any delay involves the payment of interests starting from the expiry date of the invoice on the basis on the current cost of money increased of 3%.
- **10. AUTHORITY:** We do not recognize any verbal agreements and the Court of Law in Milan, Italy, will be competent to deal with any possible controversy.
- 11. MINIMUM ORDER: Orders will only be accepted if they reach a minimum of Euro 500,00 net of any discount.

SPASCIANI SPA