

SALES CONTRACT TERMS & CONDITIONS

1. INTRODUCTION

These general conditions of sale apply in full to every order and to all our sales, unless otherwise stipulated which must be expressed and sent in writing by our Company. The sending or delivery of any purchase order by the Buyer to our Company implies full and unreserved acceptance by him of the general conditions of sale of our Company, even if not signed by them. These general conditions are shown on our website (www.spm-polish.com) and in each Order Confirmation form it is indicated how to download them. They are therefore considered to be known by all Buyers.

2. OFFERS AND PRICE LISTS UPDATE

Offers and price list updates are subject to the general conditions of sale which are shown on our website (www.spm-polish.com) and in each Offer Confirmation and / or Price List Update form it is indicated how to download them. These conditions are understood to be accepted by sending or delivering the Order.

3. ORDERS

Each order made by the Buyer is subject to written acceptance (so-called Order Confirmation) by our Company and implies acceptance of the general conditions of our Company. The transmission of the order commits the Buyer, unless otherwise specified in writing, to the prices, the price list conditions and the general conditions of sale of our Company in force on the date of the Order Confirmation.

4. ORDER CONFIRMATION

The Sales Agreement will be considered concluded, becoming binding for the parties, when the Order Confirmation of our Company reaches the Buyer (by e-mail, post, by hand). The Order Confirmation sent by our Company defines and reports all the definitive and binding conditions and contents of the Contract, fully replacing the Order sent by the Buyer. If the Order Confirmation contains additions, limitations or other changes with respect to the Order, the Buyer's consent to such changes will be considered tacitly given unless a written complaint is sent to our Company in writing within 24 (twenty-four) working hours from receipt of the same. The Order Confirmation and these general terms and conditions will prevail in any case over any general or particular purchase conditions prepared by the Buyer. Any written or verbal condition sent by our collaborators, employees of our Company or sales agents is worthless if not reproduced in the text of our Order Confirmation or if not confirmed in writing by our Company.

Any requests for variations or modifications of the Order by the Buyer are subject to approval by our Company and must be received promptly in order to allow the relative variations to be implemented also with regard to the organization and production by our Company. In this case, our Company reserves the right to delay delivery times and price changes.

5. OBJECT OF THE CONTRACT

The contract relates to the supply for the quantities specified in our Order Confirmation or in any subsequent changes sent by e-mail or by hand by our Company. The material samples to be subjected to tests and / or tests, all information provided in any form or location for the processing of our products, such as, for example: project proposals, related information, do not fall within the scope of this contract with our Company. processing, laboratory tests, industrial tests and all production tests; therefore, we do not assume any responsibility for the processing phases subsequent to the supply of our products they are merely indications, they will not be binding and do not contain any quality promises in relation to the products. These points have no binding value if they are not expressly referred to in the Order Confirmation. Our Company reserves the right to make non-substantial technical changes to its products at any time dictated by production needs that it deems convenient, without obligation of communication.

6. PRICES

The prices of our goods are always intended Free Departure (Ex Works - INCOTERMS valid), unless otherwise agreed between the parties. Any payments or securities made to agents, representatives, employees or collaborators of our Company, or couriers appointed by us, will not be considered valid until the relative sums reach our Company. The prices applied are those indicated in the price list or in the last offer sent to the Buyer by our Company, valid at the time of delivery of our products with the application of the respective value added taxes, unless otherwise indicated to be proved in writing contained in our Order Confirmation or other documents coming from us.

7. TERMS OF PAYMENT

The payment must be made, unless otherwise agreed in writing, according to the deadline indicated in the Order Confirmation, by means of a bank receipt, bank transfer to the bank indicated by our Company or by direct remittance. The delivery of the goods with the passing of the risk of perishing of the goods to the Buyer, the withdrawal of the goods by the shipper / carrier or the autonomous collection of the goods by the Buyer, if agreed between the parties, applies.

8. LATE PAYMENTS

In the event of delayed, non-payment or partial payment by the Buyer, our Company reserves the right to immediately suspend the supply, and / or to terminate all existing contracts with the Buyer, even if not related to payment in question, without prejudice to the right to compensation for damage. In the event of delayed, non-payment or partial payment, interest on arrears calculated in accordance with Legislative Decree n ° 231/2001 without the need for formal notice, and all credits will become immediately payable with forfeiture of the benefit of the term. No dispute for any non-fulfilment, nor any exception, nor legal actions of any kind may be raised or exercised by the Buyer unless after full payment of the price. No offsetting is allowed between the price due to our Company and any credits claimed by the Buyer. The Buyer is obliged to pay the full price even in the event of disputes by applying the "solve and repeat" clause.

9. DELIVERY

Unless otherwise agreed, the supply of goods is understood to be Ex Works (EX Works - INCOTERMS valid). Our Company has the right to make partial supplies and / or split deliveries of the goods. The delivery terms indicated in the Order Confirmation are not essential terms, unless otherwise agreed in writing. Force majeure (industrial disputes and any other circumstances beyond the seller's control such as fires, wars, floods, droughts, strikes, breakdowns and breakdowns in production plants, massive military mobilizations, revolutions, confiscations, embargoes, road blocks, delays or defects in the deliveries of subcontractors due to any circumstance referring to this clause) or other exceptional or unforeseeable circumstances that occur in relation to our Company or our suppliers (such as, but not limited to, production delays, non-conformity of the product with respect to the technical data sheet detected following specific analyses at accredited laboratories etc.) suspend the terms for delivery, without any responsibility for our Company. Our Company will not be held responsible for delayed / non-delivery due to force majeure or other exceptional or unforeseeable circumstances that occur to our Company or our suppliers that may occur during the manufacturing / processing process or during loading and / or transport. If there is a delay in the delivery of the goods exceeding 30 (thirty) days, which does not depend on force majeure or other unforeseeable events, the Purchaser is obliged to contest this delay in writing to our Company, which will have a term of further 30 (thirty) days to make the delivery. No right to compensation for damage will be granted to the Buyer. In the event of split deliveries, the preceding provisions apply. Our Company is not liable for damages from early or late delivery, total or partial.

10. RISK OF PERISHING OF THE GOODS

The risk of perishing or ruining of the goods passes to the buyer at the latest when the same goods leave the factories of our Company or upon delivery to the shipper / carrier or to the same Buyer who collects the goods supplied. Following the passage of risks, our Company is not liable for the loss or damage of the goods. In case of delay by the Purchaser in taking delivery of the goods, the risk, if it has not already passed to the Purchaser pursuant to the previous paragraph, will be transmitted to the same on the expected delivery date. Our Company guarantees the shelf-life of the product on the basis of the delivery provided in our Order Confirmation. Any delivery delay due to independent collection by the Buyer or his agents cannot generate complaints from the Buyer. The Purchaser is obliged to pay the full price in case of damage or perishing of the goods after the transfer of risks to the same.

11. CHECKS

The Purchaser is obliged to verify the conformity of the goods and the absence of defects within 8 (eight) days of receipt, and in any case before carrying out any additional processing on the same. Any disputes will be considered valid only if communicated in writing by certified e-mail within 8 (eight) days of receipt of the goods. Any hidden defects must be reported in writing, by certified email within 8 (eight) days of discovery. Any complaints must be detailed and specific, indicate exactly the defects found and, at the request of our Company, must also include the return of the defective product at the expense of the Purchaser in order to allow for the necessary checks.

12. WARRANTIES

Our Company guarantees the conformity of the products: by conformity of the products, we mean that they correspond in quality and type to what is established in the contract and technical data sheet in course of validity and that they are free from defects that may make them unsuitable for the use for which they are destined. The samples, the information contained in the brochures or the information resulting from other advertising material are not binding and do not contain any quality promises in relation to the products. Our Company assumes no responsibility for the compliance of the product with the legislation of foreign countries where the product will be used or intended, regarding any special uses, regarding the uses usually envisaged in the countries of destination.

Regarding quantities, the Purchaser acknowledges that our Company accepts supply quantities determined by the minimum production quantities in the case of orders referring to products not available in stock and to whole multiples of the sales units as regards the materials managed in the warehouse.

The guarantee of conformity does not apply in the event of incorrect use by the Purchaser. It will be the Buyer's responsibility to provide our Company with proof that it has been used correctly. The warranty does not extend to defects that are attributable to requests from the Purchaser, requests from third-party companies appointed by the same, subsequent processing and / or other causes that are not the subject of our supply. In general, in no case will our Company be liable for lack of conformity that have their cause in a fact subsequent to the transfer of risks to the Buyer pursuant to Art. n ° 10

13. CONTENTS OF THE WARRANTY

In the event of a dispute of defects within the terms and in the manner referred to in Paragraph 11, our Company will carry out a verification of the disputed product as soon as it is sent to our factory at the expense of the Purchaser. In the event that the disputed defects or faults will be accepted by our Company, we will replace the supply of products of the same type and quantity as those found to be non-compliant based on the availability of the product.

Before replacing the goods, the Purchaser must return the defective goods to us, agreeing with our Company regarding the destination of the claimed goods.

The replacement refers only to the damaged / claimed quantity and not to the entire lot. No compensation for damages is due, in particular the Buyer will not be able to make other claims for damages, price reduction or termination of the contract.

In case of goods damaged during transport: only the goods transported by couriers appointed by our Company will be reimbursed and only if the damage is properly reported on the transport documents / CMR / payslips / computer systems (such as handhelds) in use by the Transporter.

In no case our Company is liable for indirect or consequential damages, for damages from lack of or reduced production even with respect to already agreed delivery terms.

14. PROHIBITION OF ASSIGNMENT

This contract and the rights deriving from it may not, in whole or in part, be transferred by the Buyer, without the written consent of our Company. The Seller has the right to assign to third parties the credit right arising from the Order Confirmation - sales contract towards the Buyer.

15. FORM, EXCLUSIVITY AND NULLITY

Any modification to this contract will not be valid unless made in writing and approved by our Company. Any nullity of any of the clauses provided for in this contract will not result in the nullity of the entire contract, which will be integrated and interpreted in its entirety.

16. RESOLUTION

Our Company may terminate this contract, without notice, by means of a declaration of its will to terminate, communicated in writing to the Purchasing Company by PEC or email upon the occurrence of one of the following events which constitute express termination clauses pursuant to art. 1456 Civil Code:

1. Failure to pay, partial or total, of the amount due by the Purchasing Company according to the times and methods provided for in this contract, unless our Company makes use of the right to request the fulfilment of the contract, in any case with payment of the amount established in this contract, and after redetermination of the terms of the distributed deliveries, in addition to compensation for damage;
2. In the event of bankruptcy of the Purchasing company or in the event that the same is subjected to insolvency proceedings;
3. In the event of the bankruptcy of our Suppliers of the goods covered by the Order Confirmation by the Purchaser.

1. APPLICABLE LAW

For anything not expressly provided for in these general conditions, Italian law and Articles 1470 et seq. Apply. Of the Italian Civil Code.

2. JURISDICTION

For all disputes that may arise in relation to the existence, validity, interpretation, execution and termination of this contract, the Treviso court will have exclusive jurisdiction.

3. COMMUNICATIONS

All communications regarding this contract must be made in writing, and will be considered validly made if sent by certified email, email to the following address: S.P.M. Mould Polishing System s.r.l. - Via Luigi Manzoni, 66 - 31015 Conegliano (TV); amministrazione@pec.spm-polish.it;

4. PRIVACY

Pursuant to Legislative Decree no.196 of 30.06.2003 and subsequent, both companies declare that they have received information, and authorize as of now any treatment as well as communication and dissemination of data, even sensitive, necessary for the conclusion of this contract of supply. Both parties also undertake to provide at their own expense for any fulfilment of the aforementioned legislative decree for third parties within their competence which, in the course of the contractual relationship in question, should become necessary for the performance of the assignment received.

5. TECHNICAL STANDARDS AND MANUFACTURER'S RESPONSIBILITY

As regards the characteristics of our Company's products, they comply with the legislation, the technical standards in force in Italy and the specific product standards at the time of the conclusion of the contract. The Purchaser fully assumes the risk of any discrepancy between the Italian regulations and those of the country of destination of the products, holding our Company harmless from any claim for damages or sanctions or other economic consequences. Our Company guarantees the performance of the products only and exclusively in relation to uses, destinations, applications, tolerances expressly indicated by it also on the basis of indications provided to us by the Purchasing Company. The Purchaser is not authorized to dispose of the products supplied to him by our Company in a manner that does not comply with the indications referred to in the previous point.

These General Conditions of Sale Contracts relate only to sales relations by S.P.M. Mould Polishing System and can also be used for International Sales or Contracts for the Sale of Goods by S.P.M. Mould Polishing System to Buyers having their permanent establishment in a different Contracting State or ratifying the Vienna Convention on International Trading of 11.04.1980.