



# METALPLUS SRL

## General conditions of sale

*The general conditions of sale given below form an integral part of our offer and are considered to have been accepted automatically by the purchaser for any order granted.*

**1. PRICES** Unless otherwise specified all the prices given in our price lists and invoices are quoted ex-works in Euro net of VAT or other equivalent taxes. Any transport costs charged to the client will be indicated in the invoice. The sales prices are established on the basis of the costs calculated at the moment the sales contract is signed and are valid for the successive 30 days unless specified otherwise in writing. New costs and/or dues, i.e. variations in the costs already calculated will give rise to a variation in the price of goods still to be delivered and under whatever form payment has been made, even if a pro-forma invoice has already been issued for the initial order.

**2. CURRENCY** When the currency expressed on the invoice is given in anything other than Euro the prices will be converted at the rate of exchange current when the invoice is issued. The total will be increased to cover the risk of a devaluation of the currency in question.

**3. TERMS OF PAYMENT** The terms of payment form an integral part of the sales contract which will not be taken as concluded until payment of the full amount indicated on the invoice has been received in compliance with the times and procedures agreed upon. Payment is held to have been received after the sum has been credited to the bank current account indicated by the seller. If payment has not been made, even partially, at the expiry date the purchaser will be liable to pay interest on the arrears corresponding to the official rate current at the date of expiry of the payment plus two percentage points per day for as long as payment remains outstanding. The purchaser cannot deduct any form of payment unless authorized in writing by us. Any arrear in payment, either partial or total, authorizes the seller to suspend any successive shipment relative to any other order or scheduled order. Until payment of the invoice has been received the obligations relative to the sales contract will not be held to have been fulfilled and the goods will therefore remain our property even if present in the warehouses of the purchaser or his clients. All bank charges in Italy or abroad for any type of payment will be at the purchaser's expense with the sole exception of the collection expenses incurred by our bank. Any expense, supplementary cost or passive interest originating from payments made other than in accordance with the agreed procedure will be the responsibility of the purchaser. Any subsequent dispute will not interrupt the terms of payment.

**4. TECHNICAL SPECIFICATIONS** All the technical characteristics given in this price list should be considered indicative. We reserve the right to make any technical modifications and improvements or alterations to the aspect of the product deemed necessary without warning even if this occurs during the period in which the price list is valid.

**5. PACKAGING** Packaging is arranged in the way which is most suitable to the destination and type of transport (boxes, pallets, crates, cases) involved. Disputes arising from the choice of packaging will not be accepted if this has been accepted by the carrier without reservation. As a consequence any claims for damages on behalf of the consignee must be directed solely to the carrier. The consignee must verify the weight and content of the goods as much of the damage caused by handling cannot be immediately recognized from the external appearance of the packaging. The services of an appraiser specialized in the evaluation of damages must be called upon in accordance with the times and methods established by law.

**6. SHIPMENT AND TRANSPORT** The goods are always shipped at the Client's risk and, in compliance with the international transport regulations (Incoterms), are sold ex-works even when, in the service of the client, transport and the relative expenses, either partial or total, are arranged, organized and paid for by us. These services will be included in the invoice or absorbed into the overall costs. As a consequence we cannot be held liable for claims relative to deterioration, malfunction, delays, fines, indemnities, direct or indirect damages of any type undertaken by the consignee. Any claim must be directed to the carrier within



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*the terms and according to the current laws and customs. We will, where possible and purely as an act of courtesy towards the client, offer our assistance for the recovery of any damages from the carrier.*

**7. TERMS OF DELIVERY** *The terms of delivery are held to be from our plant (unless following written agreement) on the date indicated on the confirmation of order starting from the date of the same and are indicative and not binding. Delays cannot justify the cancellation of the order or a request for direct or indirect damages.*

**8. GUARANTEE** *The guarantee is held to the valid against any manufacturing defect and is limited to the repair or replacement of the components or products recognized as being faulty. The guarantee includes materials and workmanship and is valid for goods returned free-port as specified in the retailer's invoice or equivalent fiscal receipt. The goods are guaranteed against any defect in materials and workmanship for the period forecasted by the law in force. All defects caused by normal wear, improper use or inadequate maintenance are excluded from the guarantee. The rights conferred under the guarantee will be forfeited if the product is tampered with in any way by unauthorized persons. The guarantee is conceded only if the goods have been paid for in full.*

**9. REPAIR** *In order to provide the client and user with a more efficient service and to avoid useless transport costs we reserve the right to supply the components necessary for the simpler on-site repairs upon request and with this will be deemed to have fulfilled the guarantee obligations below if this is applicable. In this case we reserve the right however, to inspect the faulty components which must be returned to us or made available following a simple request and to subtract the supply if the guarantee is not applicable.*

**10. RETURN OF GOODS** *Any claim must, to avoid forfeiture, reach us by registered post within 8 days from the date that the goods were received. Returned goods will not be accepted unless written authorization is forthcoming as each occasion arises. The authorization is subject to return of the goods new and whole in its original packaging. Upon receipt of the returned goods a standard credit note will be issued following inspection of the goods and deduction of the packaging and transport costs to and from the user's plant and restoration of the single packages. In the case of goods returned under the terms of guarantee the material will be inspected to ascertain compliance with these terms.*

**11. VARIATIONS** *Any exception or variation to these General Conditions of Sale will only be considered valid if made in writing.*

**12. CONTROVERSY** *Any dispute will be judged by the Forum of Mantova (Italy).*

*Gorni Ernesto CEO of Metalplus*