



General Sales Conditions

- 1) All our sales are subject to the following conditions. Any failure to comply with the conditions will be valid only if previously con-corded in writing at the time of finalising an order and approved by the vendor.
- 2) The vendor must send the buyer confirmation of an order within 10 working days. A copy of the confirmation sheet must be returned to the vendor within 10 working days of the buyer receiving it. At the end of this period it is assumed that the conditions have been accepted in a tacit agreement.
- 3) Goods travel at the buyers risk even if bought C.I.F. For C.I.F and C&F sales the vendor has the right to choose the shipping agent.
- 4) A 10 working day tolerance period for deliveries is permitted from the date of delivery on the order confirmation sheet.
- 5) For orders weighing under 500kg a +/- 15% tolerance margin is accepted. For orders over 500kg, a +/- 10% tolerance margin is accepted.
- 6) Any order which has started being produced cannot be cancelled, unless both sides negotiate.
- 7) Any complaints regarding obvious defects must be sent in writing within 8 days after delivery. At the time of delivery, the buyer must check that the goods comply with the original order.
- 8) Complaints for goods that have been treated, transformed or used are not accepted.
- 9) Complaints regarding hidden defects must be stated in writing no later that 8 days after a reasonable time to discover them. This may not exceed 6 months.
- 10) The vendor has the right to inspect, or have inspected, the faulty goods within 8 days of receiving the complaint and rectify the problem, when possible 'on location' or to substitute the order within 6 weeks of the inspection date.
- 11) Restitution of goods is only possible after the approval of the vendor.
- 12) The goods remain the property of the vendor until fully paid even if used or transformed.
- 13) Payments are valid only if paid directly to the vendor or one of his official agents.
- 14) If the buyer is late with payments or his solvency is known to be in doubt during the time of drawing up the contract, the vendor, within a reasonable period of time and with no compensation due to the buyer, acting within his legal rights can terminate the contract and any other contracts with the same buyer.
- 15) Circumstances beyond his control will exempt the vendor of any obligation to adhere to the terms of the contract.
- 16) For any dispute the Prato forum is exclusively competent.